

**CITY OF LA PALMA**  
**Community Services Department**  
**7821 Walker Street**  
**La Palma, California 90623-1771**

**CITY COUNCIL**  
**Peter L. Kim, Mayor**  
**Nitesh Patel, Mayor Pro Tem**  
**Gerard Goedhart, Councilmember**  
**Marshall Goodman, Councilmember**  
**Michele Steggell, Councilmember**

**INTERIM CITY MANAGER**  
**Allan Roeder**

**COMMUNITY SERVICES DIRECTOR**  
**Michael Belknap**



**REQUEST FOR PROPOSALS**

**FOR**

**PAVEMENT MANAGEMENT PROGRAM UPDATE**  
**ARTERIAL STREETS**  
**(CITY PROJECT NO. ST-356)**

**MARCH 2020**

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## **SECTION I. Introduction**

The City of La Palma ("City") is requesting proposals from qualified Professional Consultants to prepare a comprehensive update to Pavement Management Program for the City's Arterials Roadway Segments. The City is seeking a Professional Consultant whose combination of experience and personnel will provide a timely, cost-effective, and quality report to the City.

The selected Consultant will be required to have qualified, knowledgeable professionals that have demonstrated extensive experience with the preparation of pavement management systems and either MicroPaver or StreetSaver.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than **5:00 p.m., on Tuesday, March 31, 2020**. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm.

The Successful Professional Consultant will be required to enter into an agreement with the City as described in Appendix A, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the Contactor agrees to all of the terms of this RFP.

## **SECTION II. Project Description**

As a requirement to remain eligible for early yearly Measure M2 funding, the City must adopt and update bi-annually a Pavement Management Plan (PMP) consistent with the specific requirements as required by Orange County Transportation Authority (OCTA), and issue, using a common format approved by OCTA a report regarding status of road pavement conditions.

This RFP is for the Evaluation through the PMP of all City Arterial streets. The last arterial inspection was March 2018, and the last residential inspections was March 2016. The entire pavement network within the City of La Palma has 30.4 centerline miles of paved surface street segments. This is equal to 702 million square feet of pavement.

At a minimum, the report shall include the following:

1. Current status of Pavement Arterial Roadway Segments.
2. A seven-year plan for road maintenance and rehabilitation, including projects, funding, and unfunded backlog of pavement needs.
3. Projected pavement conditions resulting from improvements.

4. Alternative strategies and costs necessary to improve road pavement conditions.

### **SECTION III. SCOPE OF SERVICES**

The successful firm shall:

1. Investigate and analyze the existing pavement conditions and pavement system in place currently.
2. Meet with City staff to discuss all aspects of the project, including project time-frame, design alternatives, budget, cost estimates and construction alternatives.
3. Meet as necessary with City staff to discuss the possible benefits, costs, design and placement of additional amenities or alternate improvements.
4. Provide a comprehensive condition assessment of the entire street network. All deficiencies, both current and future must be identified and assessed.
5. Develop criteria for performing the assessment for providing recommendations.
6. Provide recommendations for current and future maintenance. Outline a plan for the entire street network's maintenance. Incorporate the City's funding mechanisms into any recommendations. Include cost breakdowns on maintenance strategies as well as discussions on funding sources.
7. Be available to answer questions from City Staff and/or City Council both before and during City Council Meeting to approve report.
8. Be available to answer questions from City staff concerning Fiscal Year-End Pavement Management Plan submittals from the City to OCTA.
9. It is expected that a final plan would be ready for approval within the time frame in the schedule below from award of the contract.
10. Furnish the City with five (5) bound copies, one unbound copy and in electric format of the approved final report.

#### **Proposal Cost Breakdown:**

1. Specify a proposal fee for basic design work for the project
2. Specify proposed fee for performing additional work outside the official scope of the project, quoting rates employee category.

3. The progress payment schedule is as follows:
  - a. 50% upon submittal of plan for initial review
  - b. 40% upon approval by City Staff.
  - c. 10% upon approval by City Council.

#### **SECTION IV. SCHEDULE**

The following schedule represents a target timeframe for the respondent selections process and executions of the Agreement. Dates are subject to change.

| <b><u>Action</u></b>                | <b><u>Date</u></b>        |
|-------------------------------------|---------------------------|
| Request for Proposals (RFP) Release | Tuesday, March 17, 2020   |
| Deadline for receipt of Questions   | Tuesday, March 24, 2020   |
| Deadline for receipt of Proposals   | Tuesday, March 31, 2020   |
| Award Contract by City Council      | Tuesday, April 21, 2020   |
| Notice to Proceed                   | Wednesday, April 22, 2020 |
| Project Completion                  | Friday, May 8, 2020       |
| Council Approval                    | Tuesday, May 19, 2018     |

#### **SECTION V. PROPOSAL SUBMISSION REQUIREMENTS**

The Department has established requirements for proposal format. Proposals shall be printed on 8 ½" X 11" paper and bound. FOUR hard copies and ONE electronic copy on a flash drive of the proposal must be submitted containing the following elements:

1. Cover Letter.
2. Qualifications of the firm.
3. Detailed narrative proposal on specific services to be provided and overview of the serviced, project approach, and methodology the firm will employ to complete the project.
4. Identification of services which may be needed or desirable for the project but which are not included in the proposal.

5. Any individual or firm proposing to provide services for this project shall provide evidence that the individual or firm and its personnel carrying out responsibilities has expertise and experience in preparing a Pavement Management Report. This shall include:
  - a) Firm Structure and History: Including the firm's experience managing contracts similar in magnitude and scope, key personnel and structure (org chart), credentials, background, and ownership of the firm.
  - b) Key personnel: List qualifications of personnel with resumes and a breakdown of responsibilities. The firm's project manager must be identified and committed to the projects. The City must approve changes to key personnel committed to work on the project subsequent to award of contract.
  - c) Provide OCTA PMP Certifications of Key Personnel assigned to the project.
6. Detailed descriptions of the three most recent similar projects performed by the firm.
7. Fee Proposal shall be submitted in a **separate, sealed envelope** and included with the package. Also, included with the fee shall be hourly rates for personnel to be use in the event that additional work outside the contract is required.
8. A disclosure of all personal, professional or financial relationships with any officer or employee of the city.

## **SECTION VI. FRIM SELECTION**

Selection of the Contractor will be made in accordance with the provisions of chapter 10 of the California Government Code, Sections 4526 and 4529.5. Stating that selection of professional services is made on the basis of competence and qualifications. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within the RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete or contains irregularities. They City may waive an immaterial deviations in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into an agreement with the City for the work in accordance with the RFP and shall furnish all required documents necessary to enter into said agreement. Failure of the successful bidder to execute the agreement shall be just cause for the city to contract with the next responsible consultant.

## **SECTION VII. SUBMISSION DEADLINE**

**In order to be considered, the contractor must submit four responses to the RFP to the following office:**

*Attention:* Douglas Benash, PE,QSD  
City Engineer  
7821 Walker Street  
La Palma, CA 90623

The proposal must be received at the above office no later than the date listed on the cover.

There is no expressed or implied obligation for City to reimburse firms for any expenses incurred in preparing proposal in response to this request. Material submitted by respondents are subject to public inspection under California Public Records Act (Government Code SE. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposal submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal indicated acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the city and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with serviced performed under this agreement shall be vested in the City.

## **SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION**

**For answers to questions regarding this Request for Proposal, all interested parties are to contact prior to March 24, 2020, at 5:00 pm.**

*Attention:* Douglas Benash, PE,QSD  
City Engineer  
Phone: 626-203-2849  
Email: [cityengineer@cityoflapalma.org](mailto:cityengineer@cityoflapalma.org)

Responses to questions will be issued no later than March 25, 2020 by 5:00 pm.

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of \_\_\_\_\_, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and \_\_\_\_\_, (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

### **RECITALS**

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

### **EXECUTORY AGREEMENTS**

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions and promises contained herein, the City and the Consultant mutually agree as follows:

#### **SECTION ONE: RETENTION AND DUTIES OF CONSULTANT**

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Community Services Director of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Community Services Director. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

**[PROJECT MANAGER]**

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Community Services Director.

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

**SECTION TWO: COMPENSATION TO CONSULTANT**

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" in an amount not to exceed \$ \_\_\_\_\_.

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

### **SECTION THREE: LEGAL RESPONSIBILITIES**

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend and hold the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement

of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the CITY has retained CONSULTANT to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of CONSULTANT. Accordingly, in performing the tasks and services under this Agreement, CONSULTANT shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that CONSULTANT retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, CONSULTANT has a duty to the CITY to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill and expertise expected of CONSULTANT.

3.8.1 Except as set forth in subdivision 3.8.2, CONSULTANT shall indemnify, defend (with legal counsel acceptable to the CITY) and hold harmless the CITY, its officials, officers and employees ("CITY Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of CONSULTANT'S performance of any tasks or services for or on behalf of the CITY, whether or not there is concurrent active or passive negligence on the part of the CITY and/or any CITY Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of CITY or any CITY Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that CONSULTANT is a "design professional" within the meaning of the California Civic Code Section 2782.8(b). If CONSULTANT is a "design professional" within the meaning of Section 2782.8(b), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of CONSULTANT's performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. To the extent CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (b), CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such

insurance has been obtained by the subcontractor. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors and assigns while performing work or services under this Agreement, in a minimum Combined Single Limit of \$1,000,000.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

#### **SECTION FOUR: MISCELLANEOUS**

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA  
7821 Walker Street  
La Palma, CA 90623  
Attn: Michael S. Belknap  
Community Services Director

If to the Consultant: [COMPANY NAME]  
[COMPANY ADDRESS]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**CITY OF LA PALMA**

By \_\_\_\_\_  
Peter L. Kim  
Mayor

\_\_\_\_\_

Kimberly Kenny  
Deputy City Clerk

**[COMPANY NAME]**

By \_\_\_\_\_  
\_\_\_\_\_  
[Title]

By \_\_\_\_\_  
\_\_\_\_\_  
[Title]