



**City of Rochester**

Bureau of Purchasing  
City Hall Room 105 A, 30 Church Street  
Rochester, New York 14614-1290  
www.cityofrochester.gov

***THE FOLLOWING IS A NON-OFFICIAL COPY OF THE RFP  
for ADAPTIVE DISPLAY OF THE MIDTOWN MONORAIL.***

***TO OBTAIN THE OFFICIAL COPY TO USE FOR  
SUBMITTING A PROPOSAL, PLEASE SUBMIT AN E-MAIL  
REQUEST TO CHARLES ZETTEK, PURCHASING AGENT,  
AT THE E-MAIL SHOWN BELOW, OR CALL 585-428-7146.***

CITY OF ROCHESTER

REQUEST FOR PROPOSALS

Adaptive Display of the Midtown Monorail

Proposals must be received by 4:00 p.m.  
Tuesday, January 10, 2017

Submit Proposals to:  
City of Rochester  
Bureau of Purchasing  
Attention: Charles Zettek Jr.  
30 Church Street, Room 105-A  
Rochester, NY 14614  
(585) 428-7146

e-mail: [charles.zettek@cityofrochester.gov](mailto:charles.zettek@cityofrochester.gov)



# Adaptive Display of the Midtown Monorail

## 1. OVERVIEW

The City of Rochester is requesting proposals from companies and/or institutions who are interested and qualified to display the Monorail that used to be a prominent feature at Midtown Plaza during the end-of-year holiday season. The Monorail was dismantled and has been in dry storage since 2010. The City is interested in identifying a company or institution that will remove the Monorail and all its components from storage and set up a permanent display of the Monorail at no cost to the City. The City will donate the Monorail to the company or institution selected as a result of the RFP process for permanent display, subject to the Monorail reverting to the City if the terms of the agreement are not met.

## 2. GOVERNING CONDITIONS

The City is obligated to ensure that the Monorail is cared for as required by the City's agreement with the Empire State Development Corporation (ESD) and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). The terms of this agreement are as follows:

"The City shall take all appropriate actions to ensure the preservation of the following artifacts/objects that were once features in the Midtown Plaza atrium ..." including the Monorail. "In preserving such artifacts, the City may donate such features to appropriate public, not-for-profit, or private repositories and/or entities, provided that such features are exhibited in public/quasi public spaces or are accessible at reasonable times to the public. By no means shall such artifacts be made available for sale to private entities for exclusively private purposes and/or for profit".

Respondents to this RFP need to describe how their proposal will ensure that the terms stated above will be met.

## 3. RFP TIME LINE

Availability of RFP.....	11/29/2016
Pre-proposal Meeting .....	12/12/2016
Deadline for questions to be submitted to the City.....	12/19/2016
Response issued to any questions submitted .....	12/22/2016
<b>Proposals Due Date</b> .....	<b>1/10/2017</b>
Selection Date Estimated .....	1/30/2017
Transmittal and recommendation to City Council Estimated.....	2/22/2017
Approval by City Council Estimated.....	3/21/2017
<b>Start of the Agreement Estimated</b> .....	<b>5/1/2017</b>

There will be a pre-proposal meeting of interested respondents. The pre-proposal meeting shall be held on **December 12, 2016 at 10:00 a.m. local time in Room 008-A, City Hall, 30 Church Street, Rochester, NY 14614**. Immediately after the pre-proposal meeting, the City will tour the storage facility with the respondents, so that they may see the current condition of the Monorail and all its components.

# Adaptive Display of the Midtown Monorail

Questions about this RFP may be directed in writing to Charles Zettek Jr., Purchasing Agent, City of Rochester, at the address shown on the cover page, or [charles.zettek@cityofrochester.gov](mailto:charles.zettek@cityofrochester.gov), by 5:00 p.m. local time on December 19, 2016. Material responses to any questions will be distributed to consultants who have received the RFP up to the date the responses are issued. Questions should be directed to Mr. Zettek only.

The dates shown above may be subject to change, but if the Proposal Due Date is changed the City will notify all vendors who have received RFP's.

## 3. PROPOSALS DUE

3.1 Two (2) hard copies of the proposal must be submitted in a sealed envelope and must be received by 4:00 PM local time on January 10, 2017. An electronic copy must also be submitted with the proposal, preferably on a thumb drive. Late proposals will not be accepted. There will be no public opening of the proposals. All proposals received will become the property of the City of Rochester and will not be returned.

3.2 Proposals will be received at:

City of Rochester  
Bureau of Purchasing  
Attn: Charles Zettek Jr., Purchasing Agent  
30 Church Street, Room 105-A  
Rochester, New York 14614

3.3 Clearly mark the proposal package that this is a proposal for the Adaptive Display of the Midtown Monorail.

## 4. BACKGROUND

4.1 The City of Rochester owns the Monorail that was formerly erected in Midtown Plaza for approximately 40 years as a major element of the end-of-year display in the atrium of the Plaza. The Monorail ride was enjoyed by countless visitors to the Plaza as a ride for children. The Monorail was erected and then dismantled at the end of the year-end holiday season and stored until it was re-erected the following season.

4.2 The basic components of the Monorail are:

4.2.1 Four (4) metal cars with vinyl seats. The cars were joined as two sets of two.

4.2.2 Twenty-one (21) steel stanchions, each over 14' in height. Each stanchion has a 4' x 3' base. Each stanchion is constructed of one-half inch (1/2") 6" x 6" steel box beams.

4.2.3 Multiple sections of steel rails used to attach the stanchions and Monorail cars.

4.2.4 An electrification system to run the cars on the track.

4.3 Approximate dimensions of the track oval once set up: 100' x 40'.

4.4 Appendix A provides additional detail about the car dimensions and pictures of the Monorail as it was set up.

4.5 The Monorail was disassembled after its last season of running, in 2008. The Monorail components were moved to a private sector moving company storage warehouse in 2010. The City believes, but cannot guarantee, that all components required to make the Monorail operational are stored in the warehouse. However, the City cannot verify

## Adaptive Display of the Midtown Monorail

whether or not the Monorail can be made operational again, especially as the entire system was custom built as a one-of-a-kind functioning ride.

### 5. PROPOSAL

- 5.1 The City is seeking the best proposal for the adaptive re-use of the Monorail that is consistent with the governing conditions stated in Section 3. In particular, the City seeks proposals that will provide the most access to the public.
- 5.2 The City prefers the Monorail to be kept either within the City of Rochester or in its immediate environs so as to maximize its access by the citizens of Monroe County. However, the City will not preclude a proposal that makes the Monorail reasonably accessible to greater Rochester if that proposal is otherwise judged to be the best re-use of the Monorail.
- 5.3 The City is interested to see if the Monorail can be put into a state of operation for providing rides again. However, this is not intended to preclude proposals for other re-use of the Monorail as a static or semi-static display.
- 5.4 The City prefers that the Monorail be kept and displayed using as much of the existing system components as possible. However, this is not intended to preclude proposals that utilize only a portion of the system components. The minimal acceptable display, however, will require at least full display of the four cars and a representative section of the track. Each proposal must clearly indicate how much of the existing system will be utilized in the display, what components will not be used in the display, and what the proposer intends to do with all of the components that are not going to be used in the display.
- 5.5 The proposal should be based on the expectation that the City will be turning over all the Monorail components that the City has in its possession on an as-is, where-is basis, with no representations or guarantees by the City that any of the Monorail components work, are safe, and meet any local, county, state or federal rules or regulations governing such components, either individually or as a system. The proposer agrees to accept the donation of the Monorail components and hold harmless the City from any and all liabilities once the proposer has removed the Monorail components from the warehouse.
- 5.6 The proposal must include, as a minimum, the following elements:
- 5.6.1 Complete description of the company/institution submitting the proposal and for becoming responsible for the Monorail upon transfer by the City. Include a history of the company/institution, size, experience and financial wherewithal that demonstrates the ability to meet the requirements stated in this RFP.
- 5.6.2 Complete description of the proposer's intentions for the Monorail. Include at a minimum a description and location of the facility that will house the Monorail and sketches/plans sufficient for the City to understand how the Monorail will be displayed. Included in the description should be the proposer's description of the work that is anticipated to create the display as proposed, including the work for erecting and refurbishing those components that will be used in the display, and who will be doing that work. Include a description of which components will be used in the display, and the proposer's intentions for those components that will not be used in the display.
- 5.6.3 Complete description of the timeframe anticipated for removing the Monorail from the current warehouse and installing the display.

## Adaptive Display of the Midtown Monorail

- 5.6.4 Complete description of any and all services/assistance the City will be asked to provide, or any other requirements or restrictions that will be binding on the City if it accepts the proposer's offer.
- 5.6.5 Any restrictions, conditions or expectations required by the proposer as a condition of entering into an Agreement with the City.
- 5.6.6 Any costs or fees, if any, that the proposer expects to be paid by the City in order to carry out the intentions, both current and future, that are stated in this proposal. The net cost to the City of proposals received will be a consideration in evaluating the proposals.
- 5.6.6 Complete description of how and when the public will have access to the Monorail display as approved by the City. Consistent with the governing conditions in Section 2, the public must have access to the display at no cost. If the proposal is based on collecting a fee to cover the cost of providing a ride on the refurbished Monorail, or any other fees, this must be identified.
- 5.6.7 Complete description of how the proposer intends to market the Monorail display, both initially and, if known, on a routine annual or other basis. The City will issue public announcements about the transfer of the Monorail to the new owner as an initial marketing effort. Any other marketing the proposer intends to do should be described in the Proposal.
- 5.6.7 Complete description of how the elements of the public display will be maintained for the initial ten (10) year term of the agreement, and ten (10) additional years if the agreement is extended.
- 5.6.8 The minimum length of time, in years, that the proposer guarantees that the approved Monorail display will be maintained and opened to the public. If a proposal is based on seasonal display only, this must be clearly indicated in the proposal, indicating the beginning and ending of the display.

### 6. RESPONSIBILITIES OF THE NEW OWNER

- 6.1 After signing the Agreement with the City as approval by City Council, the new owner selected by the City will be responsible for meeting all the terms and conditions of the Agreement. The following list is a summary of the major responsibilities of the new owner. It is not intended to be all inclusive, but rather, to provide a contextual overview of what the City intends the new owner to do:
  - 6.1.1 Remove all components of the Monorail from the existing warehouse in the timeframe agreed by the City,
  - 6.1.2 Erect the Monorail display in accordance with the proposal submitted by the owner, as modified and approved by the City,
  - 6.1.3 Make the Monorail accessible to the public per the plan approved by the City,
  - 6.1.4 Maintain the Monorail display for the at least the next ten (10) years, with an option for up to an additional ten (10) years.
- 6.2 The Monorail owner will be fully responsible for any and all liabilities associated with the Monorail and its components immediately upon the City turning them over to the owner.
- 6.3 The City reserves the right to terminate this Agreement and re-possess the Monorail and any or all components should the owner fail to meet the requirements of the Agreement, which incorporates this RFP.

# Adaptive Display of the Midtown Monorail

## 7. LIMITATIONS

- 7.1 This RFP does not commit the City to accept any or all RFP's or to award a contract or make an agreement for the services described.
- 7.2 This RFP may be withdrawn at any time by the City for any reason.
- 7.3 The City shall have no liability for any costs incurred in preparing and submitting this proposal.
- 7.4 The proposals submitted in response to this request become the property of the City of Rochester, and are subject to New York State Freedom of Information Law (FOIL). Any proprietary information submitted with the proposal must be clearly identified as such and the proposal must request that such information be kept confidential.
- 7.5 The City reserves the right to: (1) reject any one or all of the proposals submitted in response to this RFP; (2) negotiate any point in the proposal or the subsequent agreement; (3) cancel this RFP either in part or in its entirety.
- 7.6 The extent to that acceptance of a proposal requires the City to make payments of any kind, either current or future, such acceptance will depend entirely on funding approved in the City's annual operating budget for this purpose. The City reserves the right to not accept any proposal that creates a cost for the City.
- 7.7 Because this contract incorporates the donation of the Monorail subject to the agreement with ESD and OPRHD, the agreement will be submitted for approval by the Rochester City Council.

## 8. PROPOSALS

- 8.1 The form of the proposal shall be determined by the consultant. The form of the proposal shall be a factor in selecting the consultant. The proposal should address all of the evaluation criteria identified in Section 9.
- 8.2 The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals required in this Request for Proposal.
- 8.3 The City reserves the right to conduct personal interviews or require presentations to a selection committee prior to the award of the contract. The City will not be liable for any costs incurred by the proposer associated with such interviews or presentations (i.e., travel, mileage, accommodations, etc.).
- 8.4 The City reserves the right to negotiate modifications to proposals and to incorporate those modifications into an agreement.
- 8.5 All proposals submitted shall be binding for one-hundred twenty (120) calendar days following the due date.
- 8.6 The City reserves the right to require additional information regarding the proposal and/or the proposer's qualifications, including but not limited to submission of references, documentation and/or any other reasonable information required in order to determine that the proposer has the knowledge, skills, experience and business record that demonstrates the ability to provide the services required by this contract. Required documentation may include the City's statement of bidder's qualifications form.

# Adaptive Display of the Midtown Monorail

## 9. EVALUATION CRITERIA

9.1 This contract is a professional services contract, and as such is not subject to New York State competitive bidding requirements. The proposals will be evaluated by a review committee based on the following:

- The form of the proposal, i.e. is it complete, concise, easy to understand and addresses all the points required to provide a complete response to this RFP
- The quality, scope, and creativity of the proposed plan,
- The qualifications of the proposers that demonstrate the ability to carry out the plan and meet the terms and conditions described in the RFP,
- The proposed location and access to the public,
- The net cost to the City, if any, if the proposal is accepted,
- Other conditions proposed or required by the proposers,

In addition, per City policy, additional weightings shall be given as follows:

- The City will give preference to companies who are certified M/WBE's (African American, Hispanic or Woman-Owned) who are currently certified by New York State. The preference shall be an additional weighting of 10%.
- The City will give preference to companies or institutions who are located in the City of Rochester. In order to qualify for this preference, the location must be a bona fide business operation located in a lawfully occupied building that is open to the public and/or customers during normal business hours. The preference shall be an additional weighting of 10%.

9.2 Proposers may be required to make a presentation to the City's review committee prior to the City making its final selection.

## 10. AWARD

10.1 Should the review committee identify a proposal that best meets the needs of the City, the committee will recommend to the Mayor that an Agreement be submitted to City Council for its review and approval. Approval of an agreement is neither guaranteed nor implied, and shall be at the sole discretion of the City.

10.2 The City reserves the right to reject any and all proposals if that is deemed to be in the best interests of the City. The selection of the recommended proposer is within the City's sole discretion. No reasons for rejection or acceptance of proposals are required to be given.

## 11. TERM OF CONTRACT

11.1 The City's intent is to enter into an agreement effective on the date approved by City Council, subject to approval by the state, and continue as an evergreen contract for ten (10) years, with the option for extending the agreement for up to an additional ten (10) years in increments of five (5) years or less. In no event will the agreement run longer than twenty (20) years from the initial date of the Agreement. After the Agreement and any extensions has expired, the Agreement will be subject to renewal by a new authorization by City Council.

11.2 The Agreement may be terminated if the contractor fails to meet the terms and conditions set forth in the agreement, or if the contractor ceases to operate as the company or institution that submitted the initial proposal which was accepted. The City reserves the

## Adaptive Display of the Midtown Monorail

right, in its sole discretion, to terminate this contract if a successor entity to the initial proposer is not acceptable to the City of Rochester, for any reason. By submitting this proposal, the proposer acknowledges the City's right to terminate this contract, at its sole discretion.

### 12. AGREEMENT REQUIRED

The selected proposer will be required to execute a Professional Services Agreement (PSA) with the City of Rochester, which will, along with this RFP and the accepted proposal, become the contract between the City and the consultant. The current PSA is attached as Appendix B, however, the City reserves the right to require use of the then current PSA at the time the Agreement is executed. Consultants submitting proposals need to understand and factor into their proposal the requirements of the City's PSA Agreement.

### 13. INSURANCE

The contractor is required to provide insurance as specified in the Agreement in Appendix B.

### 14. CONTRACT AMENDMENTS

The City reserves the right, from time-to-time, to amend the terms and conditions of agreement contract as long as these amendments are consistent with the scope and intent of the RFP, and provided these revisions are approved in writing by the City and the contractor prior to any changes.

### 15. NON-COLLUSION CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

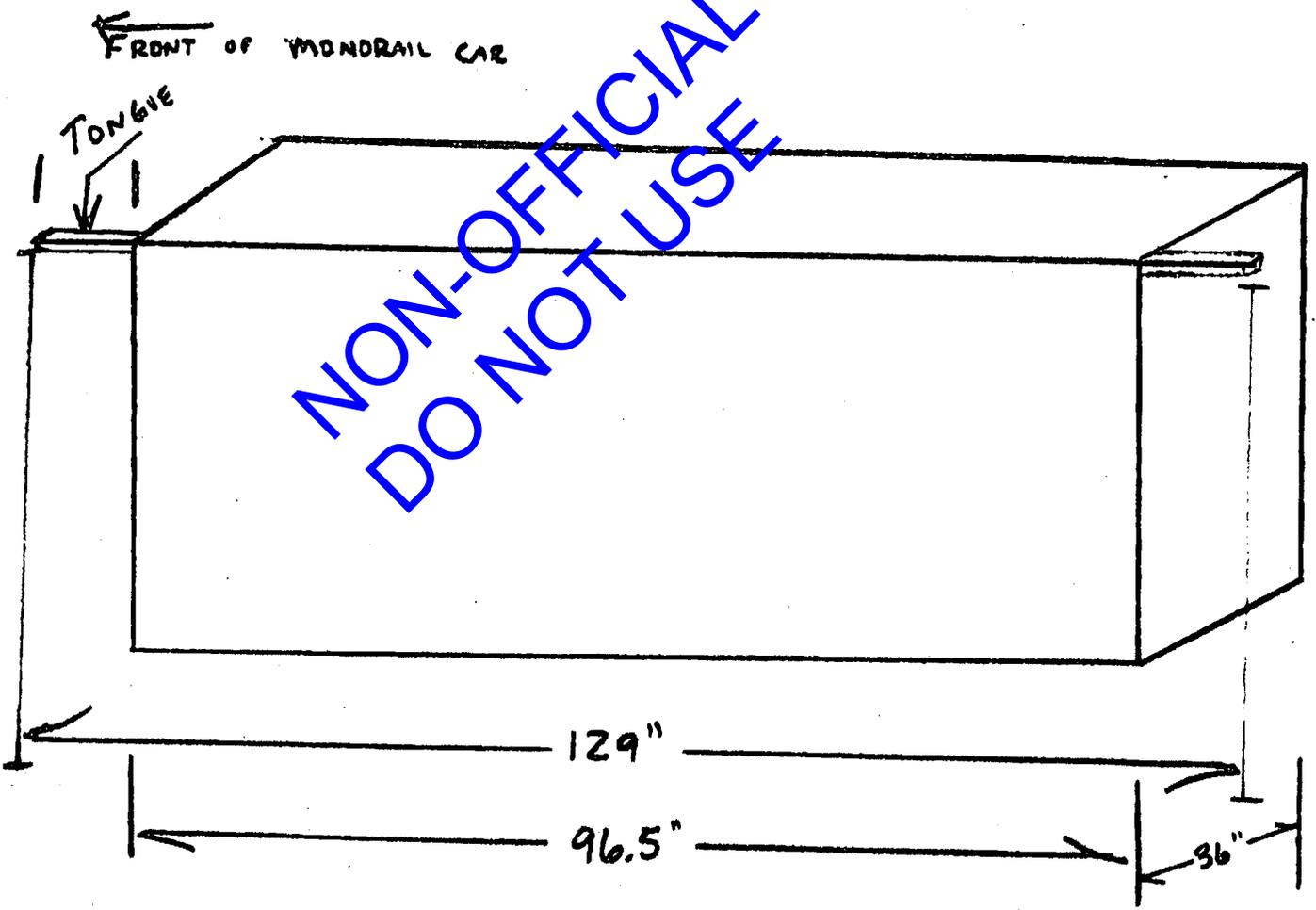
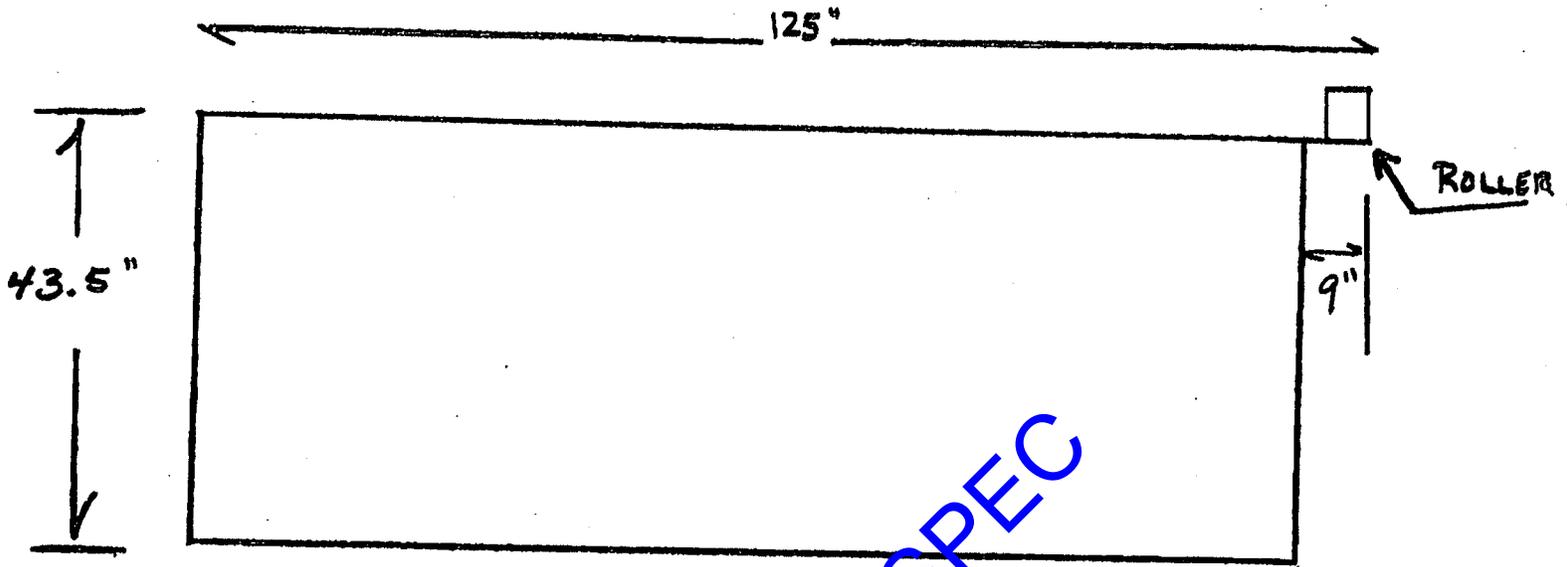
- 15.1 The prices, offers, and terms and conditions in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, offers, and terms and conditions with any other proposer or with any competitor;
- 15.2 Unless otherwise required by law, the prices, offers, and terms and conditions which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed prior to the selection of a proposal, directly or indirectly, to any other proposer or to any competitor;
- 15.3 No attempt has been or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

APPENDIX A

Dimension Sketches and Pictures

NON-OFFICIAL SPEC  
DO NOT USE

MONORAIL MEASUREMENTS



NON-OFFICIAL SPEC  
DO NOT USE

Midtown Plaza Monorail



c00022229 City Hall Photo Lab contemporary collection



c0002236 City Hall Photo Lab contemporary collection

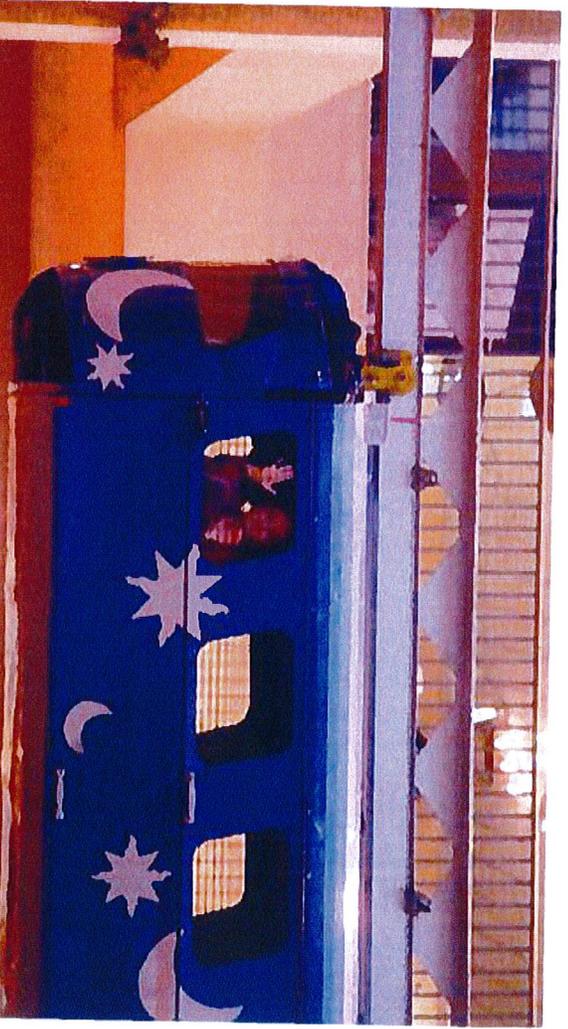


c0002233 City Hall Photo Lab contemporary collection

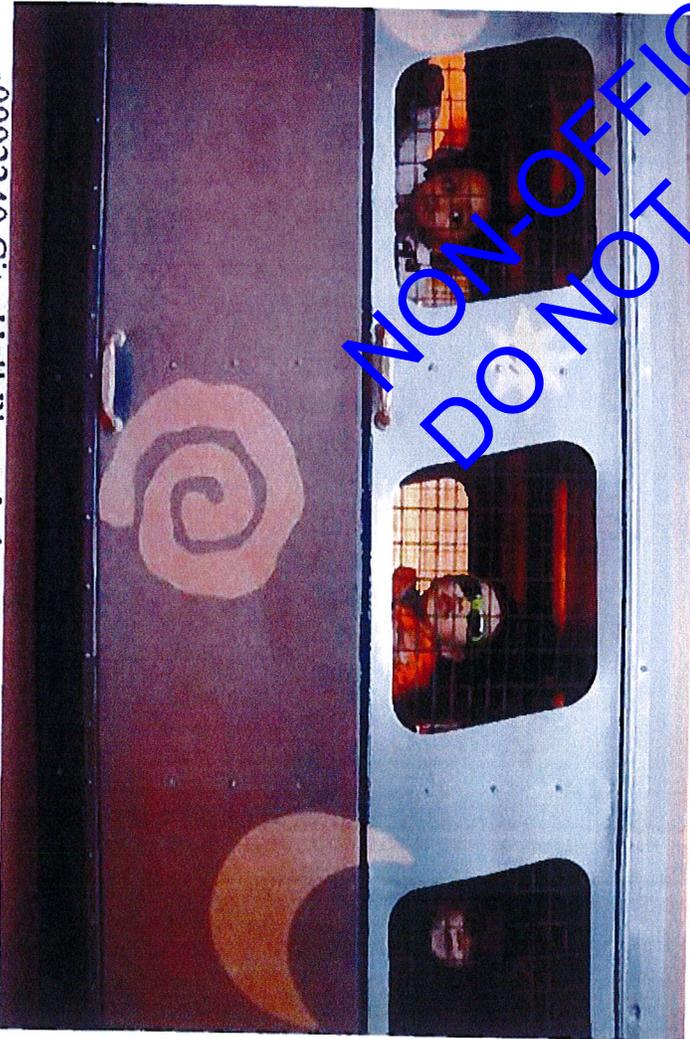
Midtown Plaza Monorail



c0002228 City Hall Photo Lab contemporary collection



**BRUEGGER'S BAGEL BAKERY**  
c0002238 City Hall Photo Lab contemporary collection



c0002240 City Hall Photo Lab contemporary collection

APPENDIX B

AGREEMENT FOR PROFESSIONAL SERVICE

Project Name:  
Consultant Name:  
Agreement #:  
Authorizing Ordinance:

I N D E X

ARTICLE I

Part 1. DESCRIPTION OF PROFESSIONAL SERVICES

Part 2. SUBCONTRACTS

Part 3. CITY RESPONSIBILITIES

Part 4. FEES

Part 5. TERM

Part 6. TIME OF PERFORMANCE

Part 7. REMOVAL OF PERSONNEL

Part 8. AUTHORIZED AGENT

Part 9. OWNERSHIP OF DOCUMENTS

Part 10. CONFIDENTIALITY

Part 11. ORGANIZATIONAL CONFLICT OF INTEREST

ARTICLE II

Part 1. QUALIFICATIONS, INDEMNITY AND INSURANCE

Section 2.101	Consultant's Qualifications for Duties, Compliance and Permits
Section 2.102	Consultant's Liability
Section 2.103	General Liability Insurance
Section 2.104	Worker's Compensation and Disability Benefits Insurance

## Adaptive Display of the Midtown Monorail

Section 2.105 Copyright or Patent Infringement  
Section 2.106 No Individual Liability

### Part 2.EMPLOYMENT PRACTICES

Section 2.201 Equal Employment Opportunity  
Section 2.202 The MacBride Principles  
Section 2.203 Compliance with Labor Laws  
Section 2.204 Living Wage Requirements

### Part 3.OPERATIONS

Section 2.301 Political Activity Prohibited  
Section 2.302 Lobbying Prohibited  
Section 2.303 Anti-Kickback Rules  
Section 2.304 Withholding of Salaries  
Section 2.305 Discrimination Because of Certain Labor Matters  
Section 2.306 Status as Independent Contractor

### Part 4.DOCUMENTS

Section 2.401 Patents and Copyrights  
Section 2.402 Audit  
Section 2.403 Content of Sub-Agreements

### Part 5.TERMINATION

Section 2.501 Termination for Convenience of the City  
Section 2.502 Termination for Default

### Part 6.GENERAL

Section 2.601 Prohibition Against Assignment  
Section 2.602 Compliance with All Laws  
Section 2.603 Successors  
Section 2.604 Interest of City and Consultant in Contract  
Section 2.605 Permits, Laws and Taxes  
Section 2.606 Obligations Limited to Funds Available  
Section 2.607 Extent of Agreement  
Section 2.608 Law and Forum  
Section 2.609 No Waiver  
Section 2.610 Severability

## AGREEMENT

THIS AGREEMENT, entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and \_\_\_\_\_ with offices at \_\_\_\_\_, hereinafter referred to as the "Consultant".

# Adaptive Display of the Midtown Monorail

WITNESSETH:

WHEREAS, the City, desires to secure the professional services of the Consultant to \_\_\_\_\_, hereinafter referred to as the Project and;

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

## ARTICLE I, Part 1. Description of Professional Services

- A.
- B. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required.
- C. The Consultant's obligations under this Section are in addition to the Consultant's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the City may have against the Consultant for faulty materials, equipment or work.

## ARTICLE I, Part 2. Subcontracts

All services to be performed under this Agreement shall be performed with the Consultant's own employees, unless the City agrees that the Consultant may subcontract such services. Copies of all proposed Agreements between the Consultant and subcontractors shall be submitted to the City along with a statement of the subcontractor's qualifications. Such Agreements must be approved by the City in writing prior to initiation of work. All subcontracts under this Agreement are subject to all applicable provisions of this Agreement unless otherwise directed in writing by the City. The Consultant is responsible for the completion of all services under this Agreement in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the Consultant has a contract.

## Adaptive Display of the Midtown Monorail

### ARTICLE I, Part 3. City Responsibilities

The City shall:

- A.
- B. Provide as complete information pertinent to the Project to the Consultant as is reasonably possible.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.

### ARTICLE I, Part 4. Fees

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements whatsoever, exceed Dollars (\$ ).
- B. The Consultant shall have the right to bill the City for services performed and not already billed on a (monthly basis) (upon completion of all work required under this Agreement) (upon completion of \_\_\_\_\_).
- C. Payment Request

The Consultant shall submit duly executed vouchers upon forms which shall be supplied and in the manner prescribed by the City to receive payment. Invoices shall be attached to the vouchers.

### ARTICLE I, Part 5. Term

This Agreement shall commence (upon execution by the parties) (on DATE) and shall terminate (one year from such date) ( on DATE).

### ARTICLE I, Part 6. Time of Performance

- A. The Consultant shall provide all reports, deliverables, and submittals in a timely fashion.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

## Adaptive Display of the Midtown Monorail

### ARTICLE I, Part 7. Removal of Personnel

All personnel assigned by the Consultant shall be subject to the approval of the City and be required to cooperate with the City project personnel. In the event that the Consultant's personnel fail to cooperate or perform their assigned tasks in a reasonable manner as determined by the City, the City may require the Consultant to replace such personnel.

### ARTICLE I, Part 8. Authorized Agent

- A. The City hereby designates the:

(City Department)

City Hall  
30 Church Street  
Rochester, New York 14614-1278

- B. The Consultant hereby designates:

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, vouchers, orders, permissions, directions, and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein. The City's agent is authorized to request in writing such additional services within the maximum authorized compensation as the Agent deems necessary.

The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

### ARTICLE I, Part 9. Ownership of Documents

All original notes, drawings, specifications and survey maps prepared by the Consultant under this Agreement, upon completion of the work required herein, or upon acceptance by the City of each individual Assessment report will become the property of the City and shall be delivered to the City's Authorized Agent. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

### ARTICLE I, Part 10. Confidentiality

The Consultant agrees that any and all data, analyses, materials or other information, oral or written, made available to the Consultant with respect to this Agreement, and any and all data, analyses, materials, reports or other information, oral or written, prepared by the Consultant with respect to this Agreement shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by the Consultant at any time for any purpose whatsoever other than to provide consultation or other services to the City.

## Adaptive Display of the Midtown Monorail

### ARTICLE I, Part 11. Organizational Conflict of Interest

- A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.
- B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeable implicate the City as a potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.
- C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant will make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.
- D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.
- E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

### ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

#### Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits

- A. The Consultant hereby agrees that it has, or will have, on its staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.
- B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.
- C. The Consultant further agrees to insure that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Section 2.102 Consultant's Liability

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, suffer or be required to pay by reason of or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the City, its employees, subcontractors or agents, as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to handle or participate in the handling of the portion of the claim for which it may be responsible as a result of this section.

Section 2.103 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property arising out of the Project. The amount of said insurance coverage shall be the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the City shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

Section 2.104 Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall require all the Consultant's subcontractors to keep insured, during the life of this Agreement, all employees of said subcontractors as are required to be insured under the provisions of the Workers'

## Adaptive Display of the Midtown Monorail

Compensation Law of the State of New York. In the event the Consultant hires its own employees to do any work called for by this Agreement, then the Consultant agrees to so insure its own employees. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting the current New York State Workers' Compensation Board's form.

### Section 2.105 Copyright or Patent Infringement

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within ten days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Consultant in writing.

### Section 2.106 No Individual Liability

Nothing contained in the Agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.

## ARTICLE II, Part 2. Employment Practices

### Section 2.201 Equal Employment Opportunity

#### A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV - Contract Compliance. The City further does not discriminate on the basis of handicap status in admission, or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

#### B. Definitions

**GOOD FAITH EFFORT** - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

**MINORITY GROUP PERSONS** - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

## Adaptive Display of the Midtown Monorail

### C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status.
2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

#### Section 2.202 The MacBride Principles

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride principles. A copy of the MacBride principles is on file in the Office of the Director of Finance.

#### Section 2.203 Compliance with Labor Laws

The Consultant specifically agrees to comply with the labor law requirements of Articles 8 and 9 of the Labor Law of the State of New York, and, more specifically, with the requirements of Sections 220, 220-a, 220-d and 220-e of the Labor Law. These provisions require the payment of prevailing wages and supplements to, the verification of payment of wages of, and

## Adaptive Display of the Midtown Monorail

require preference in the employment of New York residents, and prohibit discrimination based on race, creed, color, sex, national origin, or age, and prohibit the permitting or requiring of more than eight hours per day and forty hours per week from laborers, mechanics, or workers on a public works construction project. The foregoing requirements do not generally apply to professional staff, draftsmen, or clerical help or most other employees of an engineer or architect who is performing design, research, or inspection work only. The Consultant shall, however, comply with all state, federal and local non-discrimination and equal employment opportunity laws and rules and will be subject under this Agreement to fines, penalties and contract termination when the City reasonably determines that the Consultant has unlawfully discriminated because of the race, color, creed, national origin, sex or age of any applicant for employment or any employees.

### Section 2.204 Living Wage Requirements

#### A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are equal to or greater than \$50,000, or involves retention by the Consultant of fees equal to or greater than \$50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder to a value equal to or greater than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18..

#### B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at [www.cityofrochester.gov](http://www.cityofrochester.gov). Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

#### C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

ARTICLE II, Part 3. Operations

Section 2.301 Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used during the performance of the Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section 2.302 Lobbying Prohibited

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York or the Council of the City of Rochester.

Section 2.303 Anti-Kickback Rules

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.304 Withholding of Salaries

If, in the performance of this Agreement, there is notice to the City of any underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay the employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

Section 2.305 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any proceeding relating to the labor standards applicable hereunder to that person's employer.

Section 2.306 Status as Independent Contractor

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the City by

## Adaptive Display of the Midtown Monorail

reason hereof, and that it and its employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

### ARTICLE II, Part 4. Documents

#### Section 2.401 Patents and Copyrights

The Consultant agrees that, in the event it, or any of its employees' develop any material for which a copyright can be obtained which material was developed as a result of or in connection with the work required pursuant to this Agreement, the City shall own the copyright to any copyrightable material and may, in its discretion, grant a royalty-free, non-exclusive license to use, reproduce and distribute such copyrightable material. The Consultant further agrees that in the event it, or any of its employees, develops any process, machinery or product for which a patent would be obtainable, the Consultant shall provide the necessary information to the City, so that the City can apply for such patent at its own expense. Such patent shall become the property of the City; provided, however, that the City may, in its discretion, may grant to Consultant a royalty-free, non-exclusive license to produce or reproduce such patented product. The benefits of either a patent or a copyright shall also inure to any public agency which finances, in whole or in part, this project and such agency shall receive a royalty-free, non-exclusive license to use, reproduce, manufacture and distribute the product or mater which has been patented or copyrighted.

#### Section 2.402 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

#### Section 2.403 Content of Sub-Agreements

The Consultant agrees that all sub-agreements authorized by this Agreement shall be in written form. The Consultant shall require all subcontractors to comply with any of the following sections which may be in this Agreement: "Equal Employment Opportunity; Affirmative Action and Employment of Local Labor; Compliance with Labor Laws; Certifications

## Adaptive Display of the Midtown Monorail

Regarding Conflicts of Interest; Anti-Kickback Rules; Interest of City and Contractor in Contract." It is the purpose of this section to insure that all Agreements obligate all parties performing work under this Agreement to comply with necessary governmental programs and policies. The City may require the Consultant to submit copies of such sub-agreements to the City. If such copies are not submitted upon request, the City may have the right to withhold any and all payments to the Consultant to those items of work which have not complied with this section.

### ARTICLE II, Part 5. Termination

#### Section 2.501 Termination for Convenience of the City

- A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.
- B. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.
- C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination claim in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.
- D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the City shall pay the Consultant the amount determined as the total of the following:
  1. The cost of all work performed prior to the effective date of termination.
  2. The cost of settling and paying claims arising out of and as a direct result of the termination;
  3. A sum as profit on subdivision 1. above, determined to be fair and reasonable, provided however, that if the Consultant would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this subdivision 3., and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. The total sum to be paid under this section shall not exceed the total price of this Agreement specified hereinabove, reduced by the amount of payments otherwise made, and further secured by the

## Adaptive Display of the Midtown Monorail

value of work remaining incomplete at the time of the termination of this Agreement.

### Section 2.502 Termination for Default

- A. The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or, from time to time, in part, whenever the Consultant shall default in performance of this Agreement in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to cure diligently such default within a period of ten days or (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.
- B. If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned hereby.
- C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.
- D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant.
- E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Consultant was not in default or that the default was excusable the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."
- F. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

## ARTICLE II, Part 6. General

### Section 2.601 Prohibition Against Assignment

- A. The Consultant agrees that it is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the City.
- B. The Consultant shall be permitted to contract with other professions (particularly in the fields of forestry, horticulture or landscape architecture) for portions of the Project provided, however, the City approves, in writing, the selection of the individual, firm or firms contracted with and the Consultant shall remain responsible

## Adaptive Display of the Midtown Monorail

to the City for all provisions of this Agreement pertaining to services by other professionals.

### Section 2.602 Compliance with All Laws

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

### Section 2.603 Successors

The City and the Consultant each bind their successors, executors, administrators and assigns in respect of all covenants of this Agreement.

### Section 2.604 Interest of City and Consultant in Contract

The City and the Consultant agree that no member, officer, or employee of the City or of the Consultant or assignees agents shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

### Section 2.605 Permits, Laws and Taxes

- A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.
- B. The Consultant shall pay all taxes, applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A. above.

### Section 2.606 Obligations Limited to Funds Available

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

Adaptive Display of the Midtown Monorail

Section 2.607 Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, Agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.

Section 2.608 Law and Forum

This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this Agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

Section 2.609 No Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

Section 2.610 Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day first written above.

THE CITY OF ROCHESTER

By: \_\_\_\_\_  
Lovely A. Warren - Mayor

CONSULTANT

By: \_\_\_\_\_  
Title:  
Federal Tax Payer Id. No.

NON-OFFICIAL SPEC  
DO NOT USE

STATE OF NEW YORK  
COUNTY OF MONROE

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the subscriber, personally came Lovely A. Warren, to me known, who being by me duly sworn, did depose and say that she resides in the City of Rochester, that she is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that she signed her name thereto by authority of Ordinance No. \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF MONROE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

NON-OFFICIAL SPEC  
DO NOT USE