



## CALL FOR ARTISTS:

Request for Qualifications

# City Mark

# Capital Art Project

Holly E. Barrett, P.E.  
City Engineer

Date Issued: June 17, 2024



Malik D. Evans, Mayor  
City of Rochester, NY • Rochester City Council



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## KEY DATES & INFORMATION

### Project Title / Location

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City Mark Capital Art Project, the “Project”  
City of Rochester, New York  
See Appendix A: Project Location Map

For current information on Project progress and requirements, please see:  
<http://www.cityofrochester.gov/arts/>

An online information session for interested artists is scheduled for **12:00pm on Tuesday, June 25th, 2024**. <https://cityofrochester.zoom.us/j/88131328198>

### Application Due Date

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**Submit applications no later than 4:00 p.m., Thursday, August 8, 2024** to:

City of Rochester Department of Environmental Services  
Bureau of Architecture and Engineering  
Attn: Ellen Micoli Soffa, R.L.A., Landscape Architect  
City Hall Room 300B  
30 Church Street  
Rochester, New York 14614

### Questions and Site Visits

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Please submit the following in writing to Ellen Micoli Soffa **by Tuesday, July 9, 2024** ([ellen.soffa@cityofrochester.gov](mailto:ellen.soffa@cityofrochester.gov)):

- Questions regarding this opportunity. Questions will be compiled and answers will be made publicly available on or before Tuesday, July 16, 2024 at <http://www.cityofrochester.gov/arts>.
- Requests for site visits. Austin Steward Plaza and Sister Cities Bridge are currently closed to the public during the final phase of construction. Scheduled site visits will be advertised on <http://www.cityofrochester.gov/arts>.

### Project Schedule

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It is anticipated that services will commence by early 2025. Based on this projection, the schedule is as follows:



- Call for Artists distributed June 17, 2024
- Online information session June 25, 2024
- Deadline for submitting questions July 9, 2024
- Response for questions submitted July 16, 2024
- Deadline for applications August 8, 2024
- Selection Committee finalist notification August 26, 2024
- Online informational meeting for finalists Week of Sept. 2, 2024
- Finalist interviews Week of Oct. 7, 2024
- Selected artist notified (tentative) Week of Oct. 21, 2024
- City Council approval December 19, 2024
- Contract with artist January 2025
- Installation of Artwork Complete November 1, 2025

**Please note that the timing of this installation is critical and must align with the 50<sup>th</sup> anniversary of the City Mark that will be celebrated throughout 2026.**

## Project Budget

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The budget for the Project shall not exceed **\$590,000**. This sum is inclusive of all costs associated with the project, including artist fees, engineering fees, insurance, identification signage, lighting, fabrication, site preparation, site restoration, transport, travel, installation, and other project related expenses.

Artists who are selected as finalists will receive a stipend in the amount of **\$1,500** to prepare conceptual designs for the Project.

## PROJECT OVERVIEW

### Project Objectives

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The objective of the City Mark Capital Art Project is to give Rochester a new permanent physical Artwork that recognizes and celebrates the City Mark design. Hidden in the design’s simplicity are the two iconic images steeped in our City’s heritage: an old mill wheel and a five-petal lilac. Originally intended to identify City government functions, the Mark has grown to also be a point of public pride. The Project is aligned with the goals and strategies of the Arts & Culture section of the Rochester 2034 Comprehensive Plan, which identifies the importance of public art in the City of Rochester.



The center point of the Sister Cities Bridge, where the three bridge segments intersect, will be the primary focal point for the proposed work of public art that will be designed, fabricated, and installed as the result of this RFQ process (“Artwork”). The Artwork should be unique, prominent and iconic, and should celebrate the “City Mark,” the five-petaled symbol of Rochester’s “Flour City” past and “Flower City” present that has become a sign of community pride. The Artwork may also consider secondary locations to the east and west of the bridge, complementary to the focal point installation, as a means to enhance the east / west connectivity.

The artist or team of artists selected for the Project (“Artist”) will enter into a contract with the City for the design, fabrication, transport, and installation of the Artwork. The competition will be administered in accordance with State and City policies and standards. Similar to other major City renovations in the public realm, the selected Artist will be commissioned to create an artwork that meets the thematic vision of the Project and complements the site improvements that have been built, are being constructed or will be constructed at the Sister Cities Bridge, Austin Steward Plaza, the State Street Connection, and Genesee Crossroads Park (shown in Appendix B and described in *Project Background* on the following pages).

## History of the City Mark

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As one of the United States’ first boomtowns in the 19<sup>th</sup> century, Rochester provided flour to the world from mills along the Genesee River and the barge canal, earning the nickname the “Flour City.” Times have changed and Rochester’s nickname has too. Rochester is now known as the “Flower City” to celebrate our flower nurseries and the abundance of lilacs.

The Mark was created by the City’s first graphic designer, Lee Green, in 1975. A year later, the illustration was adopted to unify City government communications, parks, buildings, vehicles, and uniforms under one symbol known as the Flour City/Flower City Mark. Today, the graphic appears on everything from coffee cups to earrings, public art to tattoos.

The City Mark is a registered service mark with the U.S. Patent and Trademark Office. With this RFQ, the City is granting parties that respond to the RFP (“Respondents”) the right to use the City Mark solely for the purpose of designing a work of public art in response to the RFQ. Such temporary license to use the City Mark shall terminate upon the Proposal due date. The Respondent who is awarded the contract for the Project will be granted an extended license to use the City Mark, to be set forth in the Professional Services Agreement with the Respondent. Other Respondents may request a license to use the City Mark either for the artwork they designed or for other projects, as set forth on the City of Rochester website, under “Trademarks & Copyrights.”



## Design Process

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The selected Artist will be commissioned to incorporate their work into the completed pedestrian bridge by late fall 2025. The City's Bureau of Architecture and Engineering shall oversee the public art commissioning process for an Artist to design, fabricate, transport, and install the Artwork for the City Mark Capital Art Project.

The Professional Services Agreement with the Artist shall be administered by the City's Bureau of Architecture and Engineering and approved by the Mayor and City Council. The Bureau of Architecture and Engineering will work with the Artist to ensure that the Artwork is aesthetically integrated into the site, and will require that the Artist works with a licensed structural engineer to ensure the Artwork is structurally feasible for the proposed location. The design shall be reviewed and ultimately approved by the City's Bureau of Architecture and Engineering, the Project Review Committee, and the Mayor's Office.

## Project Background

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As part of the City of Rochester's ROC the Riverway initiative, improvements are underway along both banks of the Genesee River between Main and Andrews Streets. The ROC the Riverway initiative is envisioned to infuse new life into Center City, draw people to the waterfront, and encourage civic and economic vitality.

There are four major ROC the Riverway projects at various stages of development in the corridor. Photos and/or images of all projects are provided in Appendix C and general descriptions and present status are listed below. Selected finalists will be provided with available construction drawings and additional background information about these projects upon request.

The objectives of these concurrent projects have been to combine functionality with artistic waterfront design, including:

- *Visibility and views:* Maximize views of the river
- *Linkages:* Improve all linkages to create a dynamic pedestrian network
- *Safety:* Reduce visual obstructions & add lighting to increase perception of safety
- *Accessibility:* Create full accessibility wherever feasible
- *Vitality:* Include user attractions and activity generators such as vendors, art, game tables, kiosks, and open green/recreation spaces
- Additional factors such as durability, maintenance, and spatial variety

The ROC the Riverway projects in close proximity to the proposed installation include:

### **Sister Cities Pedestrian Bridge (anticipated end of 2024):**

This project renovated the Sister Cities Bridge superstructure to ensure its



structural integrity, provided a fully accessible flyover link to Austin Steward Plaza, and replaced river railings on the bridge as well as in Austin Steward Plaza and Genesee Crossroads Park.

**Austin Steward Plaza (construction completion anticipated summer 2024)**

This project includes the removal of the plaza to perform structural repairs to the garage roof slab underneath, replacement of the slab waterproofing system, and construction of a new modernized plaza, creating a more natural, flowing space with ADA accessible connections serving as a critical link in the Genesee Riverway Trail system. New park amenities, play elements, lighting, landscaping, and space for programmed activities are included. The project design includes numerous artful elements that are integrated throughout the landscape including: unique shade structures; custom gateway features featuring the Flour / Flower City logo. See Appendix B for images and locations of these features.

**State Street Connection (in final design, construction anticipated 2024)**

This project will provide a new accessible connection between the public right-of-way of State Street to Austin Steward Plaza and will incorporate a “Gateway Feature” at the State Street entrance.

**Main to Andrews East / Genesee Crossroads Park (in preliminary design, construction anticipated 2026)**

This project will provide a fully accessible trail connection along the length of the riverfront, provide an accessible connection from the east end of the Sister Cities Bridge to Bragdon Place, restore an existing Wendell Castle artwork, and renovate the remaining park lands.

*Place Names*

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**Austin Steward Plaza.** ‘Charles Carroll Plaza’ will be renamed as ‘Austin Steward Plaza’ in summer 2024. During the 2024 State of the City Address, Mayor Malik Evans announced that the plaza will be renamed to honor the City of Rochester’s first prominent Black business owner. In this document, the site at 69 Andrews Street will be referred to as Austin Steward Plaza. This renaming reflects the City’s commitment to identify and rename public spaces named for slaveholders.

**Sister Cities Bridge.** The Sister Cities pedestrian bridge honors Rochester’s twelve Sister Cities around the globe. The mission of Rochester’s Sister Cities program is to benefit the Greater Rochester community and its sister cities around the world through the establishment and support of long-term, mutually advantageous partnerships.



## SUBMISSION & SELECTION PROCESS

### Required Submission Materials for Round 1

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Please provide one hard copy and one digital pdf version on a flash drive:

- a. Mandatory cover sheet (Appendix D, Mandatory Cover Sheet)
- b. Contact information for lead artist and all team members
- c. Three references (contact information only) for recently completed projects, including at least one project with a public art budget of \$200,000 or more
- d. A one-page letter describing interest in the project and approach to design
- e. List of work samples, which shall include a brief description, location, and budget for each work (limit three pages total)
- f. Biographical information or resume for artist and team members
- g. Work samples: up to ten (10) images of your recent projects, labeled as artist and work title
- h. Initial vision for this project in the form of a sketch concept or description, in sufficient detail to enable the City Review Committee to understand the Artist's vision for the Project

Please note that the Artists selected as finalists will be required to consent to City photography, videography, and interviews during the production of the Project.

### Selection Process

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Artist applications received in Round 1 will be pre-screened to ensure applicants have submitted all required submission materials. A Review Committee (Project Jury) will review all eligible applications and select a group of up to three finalists to submit proposals with preliminary concepts for Round 2. The Review Committee, in its sole discretion, may contact applicants to require additional information or to obtain clarification of any requirement of the proposal. Finalists will receive a \$1,500 stipend to prepare a concept design and will be required to enter into a Professional Services Agreement (PSA) with the City to provide the concept design services. (See Appendix E, Artist Stipend PSA Template).

For Round 2, the selected finalists will be required to provide the following materials in their proposal:

- Graphic depiction of the proposed artwork
- Schedule for design, fabrication, and installation
- Material specifications
- Preliminary installation methods
- Budget

Additional requirements will be outlined in the finalist informational meeting. Finalists will have approximately six weeks to prepare developed concepts and will be required to





present their concept during an interview with the Review Committee as part of Round 2 of the proposal evaluation process.

The selection of the final Artist/Artwork will be based upon the concept presentation and interview. The Artist's concept will be evaluated using the Selection Criteria listed below and selection will be at the sole discretion of the City. The Artist selected will enter into a Professional Services Agreement (PSA) with the City (see Appendix E, Artist PSA Template) for the design, fabrication, transport, and installation of the Artwork.

No selection shall be deemed final until a proposal is fully approved and the PSA properly executed by the Artist and the City. Any engineering services required for the design, fabrication, transport, or installation of the Artwork (structural, electrical, etc.) will require stamped plans by a NYS licensed professional engineer, with all costs borne by the selected Artist. The engineer of record for Sister Cities Bridge is still under contract with the City for work in the vicinity, and may be able to provide support.

### Selection Criteria

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Selection of the finalists will be based on the following criteria:

- Quality of letter, demonstrating understanding of Project objectives and location
- Quality of work samples
- Ability of Artist to complete Project based on resumé and work experience
- Initial vision for the Project

Selection of the Artwork proposed by finalists will be based on the following criteria:

- Project conveys artistic excellence; has a broad, timeless appeal; and creates a welcoming setting
- Project celebrates the City Mark
- Project is designed for a publicly visible and accessible area
  - The Artwork must be durable with respect to theft, vandalism, and the environment
  - The Artwork should not create an attractive nuisance, be climbable, or involve the use of water
- Project is complementary to and fully integrated with the overall design of Austin Steward Plaza and the Sister Cities bridge
- Project will be similarly low maintenance to the surrounding public spaces

### Specifications and Supplemental Considerations

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Artwork shall be permanent, to last a minimum of 30 years, outdoors, in local weather conditions and able to withstand interaction with the general public. Proposed Artwork may be functional or non-functional, and may be free-standing or integrated into the bridge and/or park features, including seating or other features. Artwork must satisfy



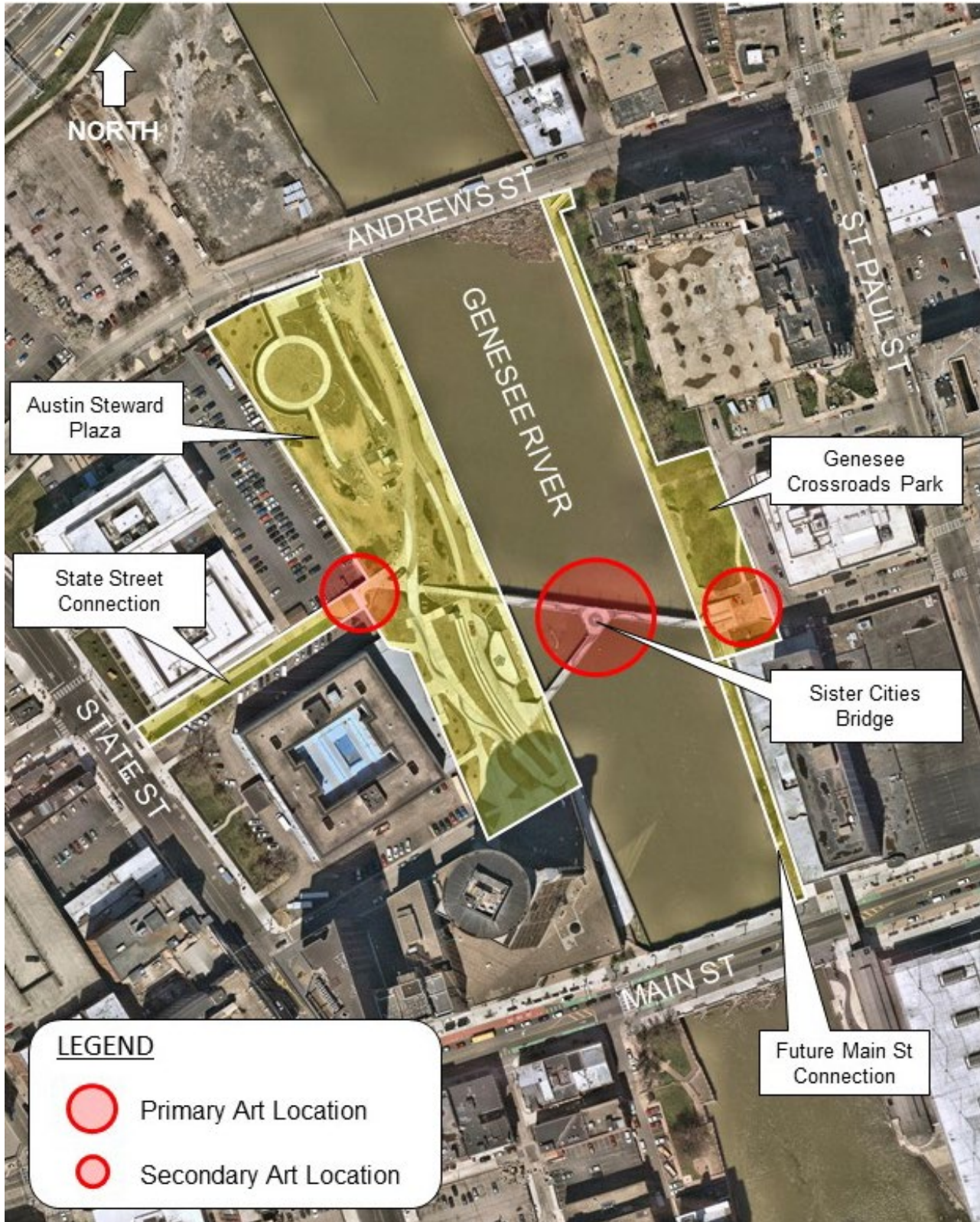
reasonable standards of safety, meeting all relevant codes required for public places, and offering reasonable proof of soundness, including against theft, vandalism, or breakage, with minimum maintenance. Artwork shall be designed to address the following:

- Design for structural stability, including wind and/or snow loading.
- Clearance from above and below ground utilities must be maintained.
- Skid resistance of any ground plane surfaces must be equivalent to concrete sidewalks.
- Depressions or vertical elements in surfaces should not create trip hazards.
- Depressions in any surfaces should not cause water to pool, unless specifically designed and engineered for such a purpose.
- Artwork must support vehicle weight if placed within the ground plane or pathways or gathering spaces.
- Artwork must not interfere with maintenance of adjacent public space elements, including walkways and plantings.
- Artwork must consider and minimize potential for concealment and anti-social activities.
- Artwork must not include sharp edges, points, projections or pinch-points which may cut, puncture or cause injury by impact, catch passing pedestrian clothing or entrap limbs.
- The function of crosswalks, ramps, walkways, or other pedestrian thoroughfares cannot be obstructed.
- Accessories to the Artwork (e.g. lighting, signage) shall not distract from the Artwork or create glare or other unsafe distractions for passing drivers or pedestrians.
- Potential obstruction of future construction shall be taken in account.
- Artwork must be far enough from all river railings to ensure the safety and accessibility of the public.

The City will require the final design and engineering plans to be stamped by an appropriate NYS licensed design professional (e.g. structural engineer, electrical engineer, etc.), prior to City approval and authorization for fabrication of the Artwork.

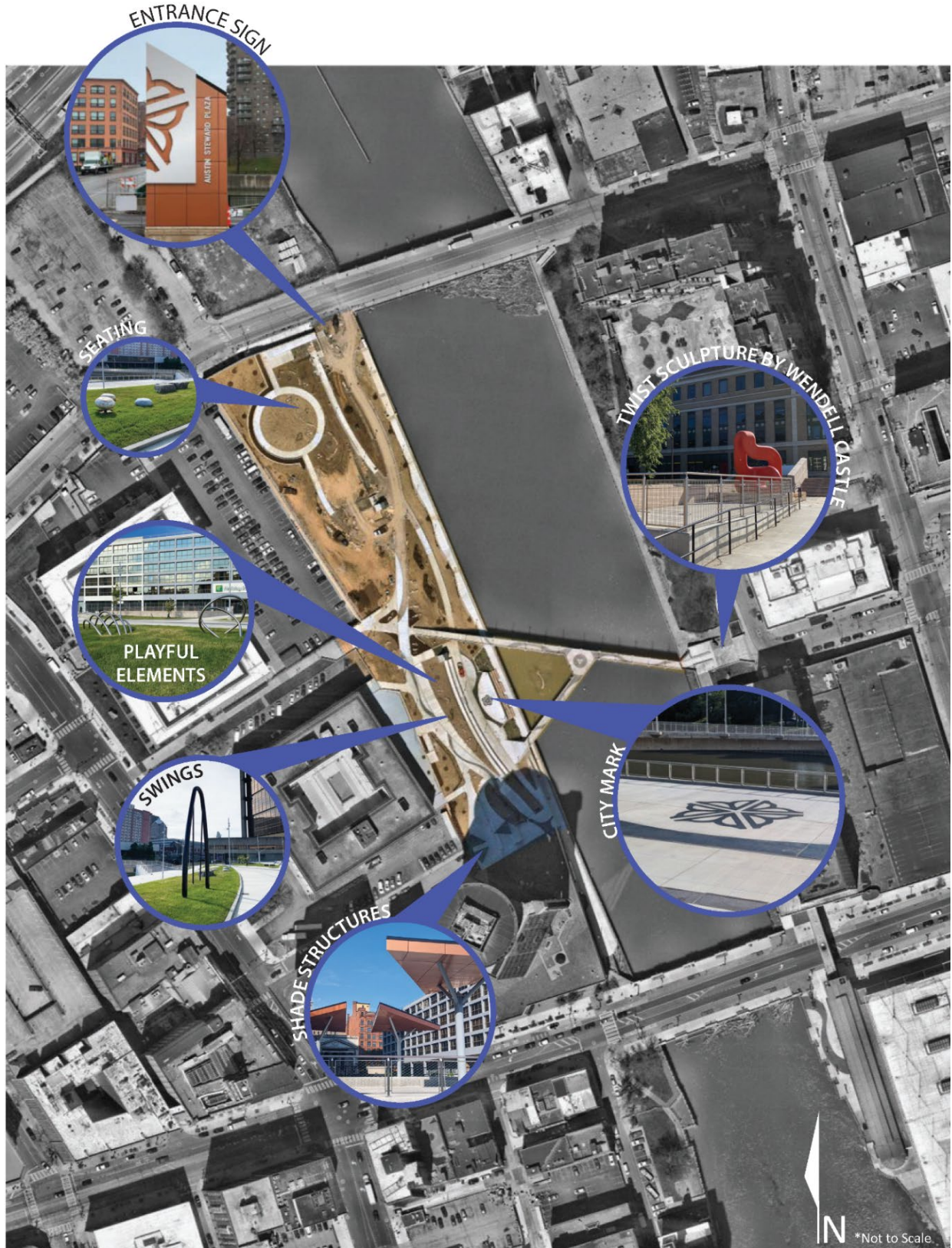


## APPENDIX A: PROJECT LOCATION MAP





## APPENDIX B: SITE MATERIALS

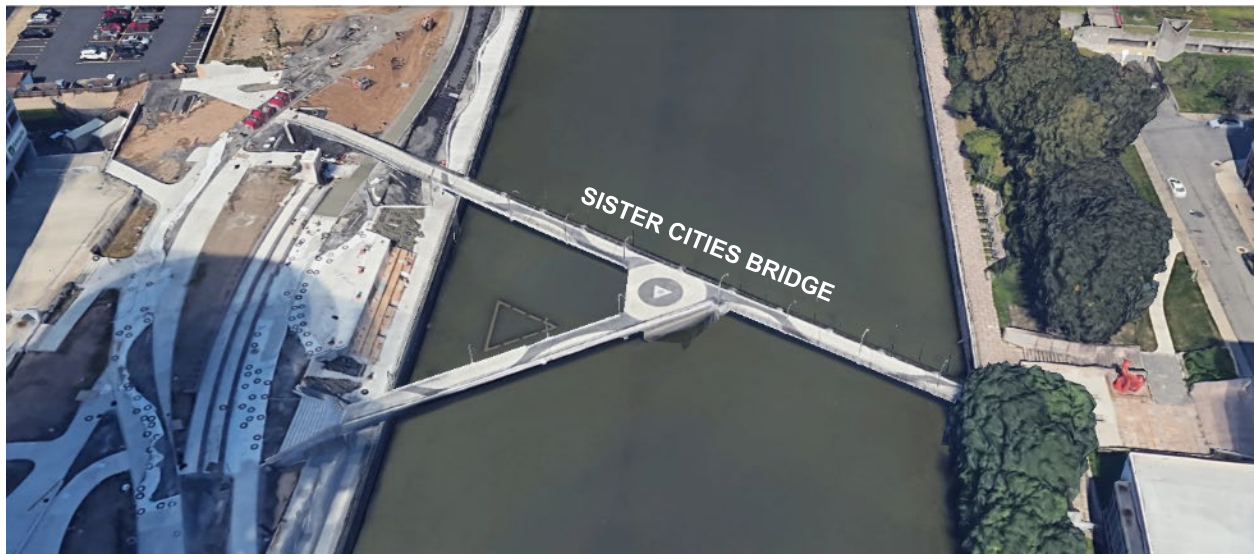




## APPENDIX C: SITE IMAGES



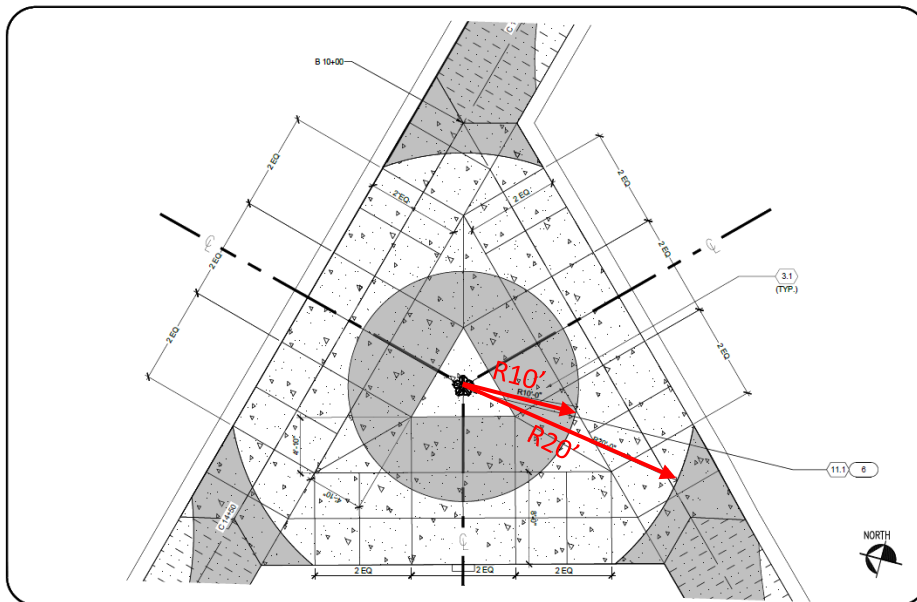
*Aerial view of project area looking southeast.*



*Sister Cities Bridge looking north. Austin Steward Plaza (formerly known as Charles Carroll Plaza) to the west (left) and Genesee Crossroads Park to the east (right).*



The center point of the Sister Cities Bridge where the three bridge segments intersect, looking northwest.



Plan view of center of Sister Cities Bridge with radius dimensions for scale.



*Looking northwest toward the center point of the Sister Cities Bridge.*



Rendered view of Austin Steward Plaza improvements looking south with new Sister Cities Bridge accessible flyover.

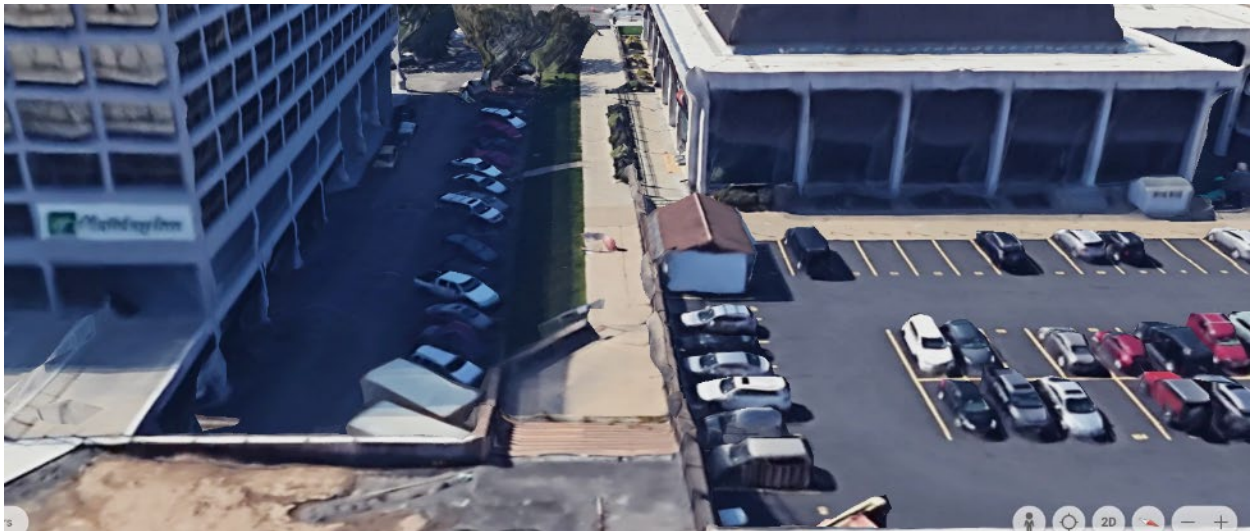


Austin Steward Plaza - full rendered view looking northwest with Sister Cities Bridge in foreground.





*Austin Steward Plaza rendered view looking southwest with Sister Cities Bridge in foreground.*



*State Street Connection looking west to State St from Austin Steward Plaza. Holiday Inn hotel to left and Federal Building to right.*



*State Street Connection looking east toward Austin Steward Plaza. Genesee Crossroads Park in distance across Genesee River. Federal Building to left and Holiday Inn to right.*



*State Street Connection concept rendering looking west to State Street. Potential secondary/complementary art location behind person in wheelchair.*



*State Street Connection concept rendering, looking east toward Austin Steward Plaza.*



## **APPENDIX D: MANDATORY COVER SHEET**



### City Mark Capital Art Project - Proposal Cover Sheet

#### Respondent Information

Please fill out either the Individual or Group/Organization section as appropriate.

##### Individual

Name: \_\_\_\_\_

Do you live in the city of Rochester? YES / NO

Address:

\_\_\_\_\_

##### Group/Organization

Group/Organization Name: \_\_\_\_\_

Is the group/organization located in the city of Rochester? YES / NO

Address: \_\_\_\_\_

Name(s) of person/people applying on behalf of the group/organization:

\_\_\_\_\_

*Note: The person/people applying should be the intended project manager(s) for the proposed project.*

#### Proposed Arts Project

Name of the project: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Do you (and your team, if applicable) consent to photography, videography, and interviews by the City during the production of their art project if selected? YES / NO

If the answer to any of these questions is no, the project is not eligible. Will the project:

Be a permanent outdoor three-dimensional sculptural installation? YES / NO

Be installed by November 1, 2025? YES / NO

Be a clear reflection/interpretation of Rochester's City Mark? YES / NO

Respondent represents and warrants that all statements and information provided in the proposal are current, complete and accurate.

\_\_\_\_\_  
*Respondent Signature*

\_\_\_\_\_  
*Date*



## APPENDIX E: ARTIST STIPEND PSA TEMPLATE

### AGREEMENT

**THIS AGREEMENT**, is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ 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 the "City" and \_\_\_\_\_ and \_\_\_\_\_ located at \_\_\_\_\_ hereinafter the "Artist".

#### 1. The Artist's Services

The Artist has submitted an application in response to a Request for Qualifications as described in the 2024 Call for Artists, in a public art competition for the City Mark Capital Art Project ("Competition") and is one of several artists chosen by the Review Committee/Project Jury ("Jury") to submit a proposal for the City Mark Capital Art Project in the next phase of the Competition. This next phase will require the Artist to provide the following services:

a. Proposal Development

Artist shall develop and submit a detailed description of the Artist's proposed Artwork ("Proposal"). Proposal shall meet all of the requirements outlined in the 2024 Call for Artists. The Proposal shall include a graphic depiction of the proposed Artwork, a Project Schedule for design, fabrication, and installation of the Artwork, materials specifications, preliminary installation method and budget, maintenance recommendations and other information requested by the City in the finalist information meeting.

b. Artist Presentation

Artist shall formally present the Proposal to the Jury at a time and location to be mutually agreed upon. The presentation shall address all aspects of the Proposal. The Proposal shall be provided in PDF format on thumb drive and up to 10 full color printed copies, not to exceed 11"x17" which shall provide a graphic depiction of the Artwork from multiple perspectives and vantage points, including the background of the site of the Artwork, and shall include any models, samples of materials and colors, and any other information as requested by the Jury.

c. Follow On Meetings / Consultation

The Artist shall be available for additional meetings and/or consultation with the City and/or Jury as needed to refine their Proposal.



## **2. Term**

The services required of the Artist Team pursuant to this Agreement shall commence upon execution of this Agreement and shall terminate on \_\_\_\_\_, 202\_.

## **3. Fee**

a. The City agrees to pay and the Artist agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner: Upon completion of the services set forth in Section 1 above, the City shall pay the Artist the fee of One Thousand Five Hundred Dollars (\$1,500.00).

b. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00). No payment shall be made except upon the submission of duly executed vouchers upon forms which shall be supplied by the City.

## **4. Authorized Agents**

The parties hereby designate the following persons as authorized agents for all communications pursuant to this Agreement:

a. The City designates:

Ellen Micoli Soffa, R.L.A., Project Manager  
City of Rochester  
Department of Environmental Services  
30 Church Street, Room 300B  
Rochester, New York 14614

a. The Artist designates:

## **5. Compliance with All Laws**

In performing services required by this Agreement, the Artist and its agents or employees shall comply strictly with all federal, state and local laws, rules and regulations applicable to the performance of the services. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and this Agreement shall be read and enforced as if such provisions were so inserted.



## **6. Equal Opportunity Employment**

The Artist shall not discriminate against any person in any aspect of hiring or employment on the basis of age, race, color, national origin, creed, disability, marital status, sex or sexual orientation. In addition, the Artist shall make a good faith effort to employ minority group persons and females. The Artist shall post notices in conspicuous places in its workplace, and include language in any advertising or solicitation for employment, reflecting this non-discrimination policy. If the Artist is found by any federal or state administrative agency or court to have discriminated as described above, this Agreement shall be terminated and the Artist disqualified from performing services for the City until it has demonstrated compliance with this policy.

## **7. Doing Business In Northern Ireland**

The Artist shall not do business in Northern Ireland without subscribing to the MacBride Principles.

## **8. Termination For Default**

The City may terminate this Agreement in whole or in part if the Artist defaults in performance of the services required hereunder. Upon termination, the City may take over the services to be performed and complete them in the manner the City deems best, solely in the City's discretion, and the Artist shall be liable to the City for any excess cost occasioned thereby.

## **9. Indemnification**

Each party shall defend and indemnify the other party against any and all lawsuits and liability resulting from the other party's intentionally wrongful or negligent acts or omissions arising out of this Agreement, solely at the indemnifying party's expense.

## **10. Independent Contractor**

The Artist shall perform the services under this Agreement as an independent contractor. Neither the Artist nor its agents or employees shall present themselves as officers or employees of the City. Neither the Artist nor its agents or employees shall make any application for or claim to any right or privilege of an officer or employee of the City.

## **11. Prohibition against Assignment, Transfer and Subcontracting**

The Artist shall not assign, transfer or dispose in any way any right or interest in this Agreement, and shall not subcontract any services to be performed under this Agreement.





## **12. Workers' Compensation and Disability Benefits Insurance**

The Artist shall obtain and maintain during the term of this Agreement such insurance as is required by the Workers' Compensation Law of the State of New York, if applicable to the Artist. The Artist shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Artist 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.

## **13. Title VI of The Civil Rights Act of 1964**

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at [www.cityofrochester.gov](http://www.cityofrochester.gov), or by calling (585) 428-6185.

## **14. Freedom of Information Law**

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should the Artist provide the City with any records it deems confidential and exempt from FOIL, the Artist shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform the Artist of the request and give the Artist ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records must be disclosed, the Artist may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to the Artist's appeal within ten (10) business days. If the City issues an adverse determination, the Artist may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.



**15. Audit**

The Artist shall provide the City, immediately upon the City's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes and programs, pertinent to performance of the services under this Agreement for three years after the termination of this Agreement, at no cost to the City.

**16. Contract Deemed Executory**

This Agreement shall be deemed executory only to the extent of the monies available for its purposes, and no liability shall be incurred by the City beyond the monies available for such purposes.

**17. Extent of Agreement**

This Agreement constitutes the entire and integrated Agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

**18. 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.

**19. Severability**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement.

**ARTIST**

**CITY OF ROCHESTER**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Michael Burns, Deputy Mayor



STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me the subscriber, personally came Michael Burns, known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Deputy Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

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

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individual(s) acted, executed the instrument.

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





## APPENDIX F: ARTIST PSA TEMPLATE

### AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF ROCHESTER**, located at City Hall, 30 Church Street, Rochester, New York 14614, referred to as the "City" and \_\_\_\_\_, located at \_\_\_\_\_ referred to as the "Artist".

The City desires to secure the services of the Artist for \_\_\_\_\_, (the "Artwork"), and in consideration of the following terms, the parties agree as follows:

#### **SECTION 1. DESCRIPTION OF PROJECT**

The Artist shall design, fabricate and install....(brief description of the Artwork)

**SECTION 2. DESCRIPTION OF SERVICES** (this services description is primarily for large-scale sculptural works. Delete all language that is not relevant to the project.)

#### **A. Design Phase**

1. Artist shall prepare and submit design plans and specifications for the Artwork (the "Design"), for review and approval by the City for the fabrication, delivery and installation of the Artwork as specified by the Artist. The Design shall include a scaled design, description of artistic processes, and installation specifications. The Artist shall prepare structural shop drawings detailing the construction of the Artwork and its integration with the site. These drawings and supplementary documents shall indicate any issues involved in the construction, installation and maintenance of the Artwork. The Design shall include:
  - a. Details related to materials used, fabrication techniques and anti-graffiti coatings or other needed measures against vandalism.
  - b. Details related to durability of the Artwork with respect to adverse weather conditions, including elevation from ground, proximity to moisture and snow, exposure to salt or UV.
  - c. Details related to maintenance needs including frequency of required cleaning, type of cleaning and propensity of materials to develop mold, rust or other damage over time.
  - d. Details related to site preparation. The details shall include, where applicable, wall preparation, materials for surface treatments and for any necessary materials for preparing the site.
  - e. Details related to installation safety. The details shall include the safety of the proposed installation methods, materials and equipment, the



- equipment being utilized and the duration of time on-site for delivery and installation.
- f. Details related to clean-up and restoration of the site subsequent to installation.
  - g. Details related to the area that must be secure from pedestrian traffic during installation. Artist shall be responsible for timely notifying the City of the need to secure the site.
2. Artist shall ensure that the Artwork is durable, taking into consideration that the site is an unsecured public space that may be exposed to elements such as weather, wide temperature variation, and considerable movement of people and equipment. The Artist shall specifically address the fact that the Site will experience severe winter weather conditions including snow, ice and high winds. The Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.
  3. Artist shall attend design and construction coordination meetings with the City as appropriate, to communicate about the Artwork and to ensure appropriate integration and installation of the Artwork.
  4. Artist shall ensure that the Artwork is durable, low maintenance, easy to clean and appropriate to the location. The Design shall be developed so that the Artwork does not constitute an “attractive nuisance”, that normal public interaction and handling of the Artwork does not result in a special hazard to or from the work, including possible climbing hazard.
  5. Artist shall secure any licenses, permits or other approvals, at the Artist’s expense, as may be necessary for the installation and maintenance of the Artwork.
  6. Artist shall provide two (2) hard copies and a digital file of the Design to the City for review and approval. As part of the Design, the Artist shall submit written certification from a Professional Engineer, licensed to practice in New York, for the design of the structural, mechanical, electrical, civil or other engineering features of the Artwork.
  7. Artist shall incorporate into Artwork any comments or directions resulting from the City review of the Design. Upon approval of the Design, including any changes requested, as described below, the Design shall become the Final Design and the Final Design and any revised Engineer certification, shall be provided to the City.



## B. Design Approval

1. In accordance with the Project Schedule, the City shall notify the Artist in writing whether it approves or disapproves of the Design. If the Design is not acceptable, the City will provide the Artist in writing the reasons for its disapproval and notify the Artist of any revisions to the Design that are necessary for the Artwork to comply with any applicable laws, ordinances and/or regulations, or the goals and preliminary design of the Artwork as described in Artist's Proposal for this Project. If the Design changes are agreed upon by both parties, such revisions will become a part of the accepted Final Design and the Artist shall submit a revised Final Design in accordance with the Project Schedule. The Artist will not be paid an additional fee for the revised Final Design.
2. If the Artist refuses to revise the Design as requested by the City, this Agreement may terminate and the parties shall be under no further obligation to each other.

## C. Fabrication/Installation Phase:

1. Artist shall bear the risk of loss or damage to the Artwork and shall take such measures as necessary to protect the Artwork until the Artwork is completed, installed on the site and accepted by the City.
2. Artist shall fabricate the artwork upon approval of the Final Design. If all or any of the Artwork is being constructed on-site, and during installation, Artist shall avoid creating a nuisance arising out of Artist's operations. Unless otherwise stated herein, Artist shall furnish all equipment, materials and supplies for the Project.
3. Artist shall notify the City of Rochester no less than 15 days prior to delivery and installation of the Artwork.
4. Artist shall provide the City of Rochester with a list of names and contact information of all persons on the site who will be installing the Artwork and proof of insurance of all such workers.
5. Artist shall provide certification from a licensed engineer verifying that the fabrication and installation of the Artwork complies with the approved Final Design.
6. Artist shall install the Artwork, including all site preparation and site restoration, in compliance with the Final Design.
7. Upon installation of the Artwork, Artist shall provide the City of Rochester with maintenance and conservation instructions, including appropriate cleaning and maintenance techniques and schedules, and any other information necessary to properly maintain the Artwork.



- 8. Upon completion of the installation, the City will inspect the Artwork to determine that the Artwork conforms to the Final Design and to give final approval and acceptance of the Artwork.

**SECTION 3. TERM**

The services required of the Artist pursuant to this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**SECTION 4. FEE**

Upon satisfactory completion and installation of the Artwork and any other services required by this Agreement, the City agrees to pay and the Artist agrees to accept as full payment for the work and services performed pursuant to this Agreement, the total sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), payable in the following manner:

The Artist shall submit an invoice and any required supporting documentation required by the City.

**SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE ARTIST**

- A. The City hereby designates:
  
- B. The Artist hereby designates:

or their authorized representatives, as Authorized Agents of the City and of the Artist solely for receipt of all notices and other communications pursuant to this Agreement.

**SECTION 6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- A. Upon completion, installation and acceptance of the Artwork by the City, the City shall take ownership of the Artwork. The City shall promptly notify the Artist of its final acceptance of the Artwork and upon such acceptance and final payment to the Artist, title to the Artwork shall pass to the City.
- B. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.
- C. To ensure that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two or three-dimensional reproductions of the final Artwork, as applicable, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future works of art in the Artist's manner and style of



- artistic expression.
- D. The Artist grants to the City and its assigns an exclusive irrevocable license to make reproductions of the Artwork for any purpose, including, but not limited to, reproductions used in postcards, posters, brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
  - E. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

## **SECTION 7. ARTIST'S RIGHTS**

The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist. The City will take reasonable actions to maintain the Artwork but is under no obligation to do so if because of costs or other reasons it is not in the City's best interest. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within thirty (30) days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

### Alterations to Site and Relocation or Removal and Deaccessioning of Artwork

1. The City shall notify the Artist in writing upon a determination that construction or alteration of the site of the Artwork or public property adjacent to the site requires the alteration, removal or relocation of the Artwork, which might result in the Artwork being destroyed, damaged or modified. In addition, the City may determine for any reason whatsoever, that it is in the best interest of the City to relocate, or remove and deaccession the Artwork. The Artist shall have the right of consultation regarding the relocation, removal or deaccessioning of the Artwork and in the event of deaccessioning, shall have the right of first refusal to purchase the Artwork. If the Artwork cannot be successfully relocated or removed, as determined by the City, the Artist may disavow the Artwork or request to have the Artwork returned to the Artist at the Artist's expense.
2. The Artwork may be relocated, removed or destroyed by the City should the Artist and the City not reach mutual agreement on the relocation or removal of the Artwork after a reasonable period, not less than thirty (30) days after written notice to the Artist. The parties shall engage in good faith negotiations concerning the Artwork's relocation or removal. In the event of changes in





- building codes or other laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the City may authorize the relocation or removal of the Artwork without the Artist's prior permission. In the alternative, the City may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
3. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public, the City may remove the Artwork without the prior approval of the Artist.
  4. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

#### **SECTION 8. ACKNOWLEDGEMENTS**

The Artist shall acknowledge the City's role in funding the Artwork in all public presentations and written, printed or electronic publication of information regarding the Artwork. The City shall acknowledge the Artist's authorship of the Artwork in its public presentations about the Artwork.

#### **SECTION 9. ARTIST'S WARRANTY**

The Artist warrants the integrity and quality of the Artwork for not less than five years. At the City's option, Artist shall remedy or pay for any loss or damage to the Artwork resulting from faulty materials or workmanship that occurs or appears within a period of one (1) year from the date of acceptance of the Artwork.

#### **SECTION 10. TERMINATION FOR DEFAULT**

The performance of work under this Agreement may be terminated by the City whenever the Artist shall default in the performance of this Agreement. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion, and the Artist shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Artist upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered.

#### **SECTION 11. INDEMNIFICATION**

The Artist hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind which the City may directly or indirectly incur, or be required to pay by



reason or in consequence of the intentionally wrongful or negligent act or omission of the Artist, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Artist may be responsible in whole or in part, the Artist shall be notified and shall handle or participate in the handling of the defense of such matter. In addition, Artist shall defend, indemnify and hold harmless the City against actions and claims charging infringement of any copyright or patent related to Artist's Design and the final Artwork. The City will notify Artist within ten (10) days of receipt of a notice of infringement or of summons in any action alleging infringement.

## **SECTION 12. INSURANCE**

Artist shall maintain appropriate insurance coverage throughout the duration of this Agreement. Such insurance coverage shall include general liability insurance and workers' compensation insurance, with limits and terms as required by law and industry standards. The City of Rochester shall be named as additional insured on the Contractor's general liability insurance policies.

**Workers' Compensation and Disability Benefits Insurance:** This Agreement shall be void and of no effect unless the Artist shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Artist's residence, whichever may apply. The Artist shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. (Note: an insurance Accord is not acceptable proof of coverage). In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

**General Liability Insurance:** If requested by the City, Artist shall provide proof of general liability insurance to cover personal injury, death, or property damage arising from the Project. The coverage shall be \$2 million if it includes all expenses within the limit of liability and self-insured retention, otherwise \$1 million. The insurance company must be authorized to operate in New York, and the City of Rochester shall be named as an additional insured party. Artist shall provide copies of the certificate of insurance, with policy endorsements and a listing of any and all exclusions under said policy. The policy shall require notification of the City, thirty (30) days before cancellation or modification, and it shall not exclude coverage for any municipal operations or property linked to this Agreement.



**Professional Liability Insurance:** Artist shall provide proof of professional liability insurance for the services to be performed by the design professionals pursuant to this Agreement, insuring against malpractice or errors and omissions of the design professional, in the amount of \$1 million. The Artist 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. 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 13. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE GOALS**

#### **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 Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, 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 comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

#### **B. Definitions**

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

#### **C. Compliance**

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

1. The Artist agrees that it will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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 that in hiring employees and treating employees performing work under this



Agreement or any subcontract hereunder, the Artist, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Artist 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 of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.

2. The Artist agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Artist is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, 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.
4. The Artist 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.

#### **D. MWBE and Workforce Utilization Goals**

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority



workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54. **The MWBE Officer has determined that because of the nature of these services of this Agreement neither the MWBE nor Workforce Goals apply.**

#### **SECTION 14. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at [www.cityofrochester.gov](http://www.cityofrochester.gov), or by calling (585) 428-6185.

#### **SECTION 15. FREEDOM OF INFORMATION LAW**

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should the Artist provide the City with any records it deems confidential and exempt from FOIL, Artist shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Artist of the request and give Artist ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Artist may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Artist's appeal within ten (10) business days. If the City issues an adverse determination, Artist may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

#### **SECTION 16. 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, whenever payments by the City to the Artist under this Agreement shall equal or be greater than fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or more 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 their 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). Artist 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 Artist's employees who are compensated in accordance with the terms of a collective bargaining agreement.

**SECTION 17. COMPLIANCE WITH MACBRIDE PRINCIPLES**

The Artist 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 City Director of Finance.

**SECTION 18. MISCELLANEOUS**

- A.** The Artist agrees that during the performance of the work under this Agreement, the Artist, and its employees and subcontractors shall comply with all applicable local, state, or federal laws, ordinances, rules or regulations. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.
- B.** The Artist agrees that the City shall, for three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent records of the Artist and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.



- C. The Artist is prohibited from assigning, transferring or conveying the rights or obligations of Agreement to any other person or corporation without the previous written consent of the City.
- D. The Artist's duty to perform work under this Agreement and the City's obligation to pay for that work, 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.
- E. This Agreement constitutes the entire and integrated Agreement between and among the parties hereto.
- F. The Artist is an independent contractor and covenants and agrees to conduct the work under this Agreement consistent with such status and shall not claim to be an officer or employee of the City or claim any right or privilege applicable to an officer or employee of the City.
- G. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.
- H. 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
- I. 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 date first written above.

**CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Malik D. Evans, Mayor

**ARTIST**

BY: \_\_\_\_\_  
Name:



STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me the subscriber, personally came **MALIK D. EVANS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

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

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ 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