



Call for Artists

Vinyl Mural on Glass

Arts & Cultural Affairs and
Community Planning & Economic
Development

Event: 0000003371 Issue Date: November 4, 2024

Artists are invited to apply to design a vinyl mural on glass for Community Planning and Economic Development's (CPED) office at the Public Service Building, 505 4th Avenue Minneapolis. The selected will engage CPED employees in the planning for the mural design.

Eligible artists: See the eligibility requirements in Section G, page 8.

Artist Informational Meeting, November 13, 4 p.m. (optional): For a link to this meeting contact [Mary Altman](#).

For more information: Submit questions in email to: [Mary Altman](#) by November 20, 4 pm Central Daylight Time.



Questions, answers and materials from the artist informational meeting posted on the [website](#) as an attachment to this Call for Artists.

Additional formats: For accessibility, this Call is available in other formats (such as audio or large print) upon request.

APPLICATION DEADLINE: December 10, 4 pm.

For reasonable accommodations or alternative formats contact [Mary Altman](#). People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-673-3000 or 612-673-3000. Para asistencia 612-673- 3000 - Rau kev pab 612-673-3000 - Hadii aad Caawimaad u baahantahay 612-673-3000.

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A. COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT

City of Minneapolis departments of Community Planning and Economic Development (CPED) and Arts & Cultural Affairs are commissioning a new artwork to be installed in CPED offices in the new Public Service Building. CPED starts with community. CPED is a community of public service professionals. CPED serves the diverse communities of our City. CPED staff live, work and play in the communities we co-design and inhabit. As a department, CPED is comprised of more than 230 staff in five departmental divisions. CPED's primary constituents are the 423,000 residents of Minneapolis (2024 census). Customers and stakeholders of CPED are diverse and wide-ranging, and its five divisions deliver services which shape and define the City's ecosystems, resources, amenities and infrastructure. The mission of CPED is to grow a vibrant, livable, equitable, sustainable, and safely built city for everyone.

The unique customer for this installation is the staff of CPED. Ultimately, CPED's group and department identity, contributions, and impact will be represented by the artist's final product. CPED's 2023 Impact Report includes story maps featuring the work of all divisions: The five CPED divisions include:

- **Housing and Policy** is responsible for expanding and preserving housing choice, affordability, and opportunity for current and future residents. This Division develops and preserves affordable and mixed-income rental and ownership housing options.
- **Economic Policy and Development** helps entrepreneurs launch, grow, and sustain their businesses while following necessary regulations. Its workforce unit supports youth and adults to build skills, develop careers and achieve their full potential.
- **Planning** determines how land is used throughout the city and what can be built on it. This group charts the future of the city so that growth is equitable and meets the changing needs of the Minneapolis community.
- **Development Services** ensures a quality-built city environment. This unit ensures that homes and buildings are constructed and maintained to meet standards of quality, safety, and health.
- **Operations and Innovation** supports internal and external departmental services. These include IT and communications, budgeting, employee engagement, policy and research, and data analytics.

B. PUBLIC SERVICE BUILDING

The [Public Service Building](#) is at 505 Fourth Ave. S. diagonally across from City Hall. It supports City employees from several departments and provide and services to the City's broad range of constituents. It was designed by the Minneapolis firm MSR (Meyer, Scherer & Rockcastle) working in partnership with the international firm Henning Larsen. The building features [seventeen public artworks](#), including six vinyl murals by artists CRICE, Witt Siasoco, Kao Lee Thao, Marlena Myles and Angela Two Stars.

C. VINYL MURAL ON GLASS

The City is seeking an artist to design a two-sided vinyl-printed mural for a roughly 130 square foot glass wall on level three, CPED's offices, of the new office building. This two-sided mural will separate the public space from the workspace of City employees. The final vinyl artwork will be printed by a professional fabricator and adhered permanently to glass. It will likely be printed on 3M vinyl graphic film. Murals will be two-sided, meaning visible from both sides of the glass.

Artists do not need to have experience painting murals to apply. Artists do need to have the capacity to create a semi-transparent design and to provide the final digital design files, however they can subcontract for the creation of the final files if needed.

The selected artist will engage CPED employees in the process of designing the mural. The goals of this project are to:

- Create a public space that is inviting, pleasant and compelling for employees, customers and other visitors.
- Reflect and center the unique culture and diversity of CPED, through a compelling visual depiction of community, identity, culture, history and storytelling.

- Reflect the City's mission of public service and the commitment to public service.
- Support a work environment that promotes wellness, a diversity of work styles, collaboration and innovation.
- Complement and converse with the existing murals and artwork in the Public Service Building.
- Represent the work of CPED as an organization, as a work group, and as a team of professionals who invest their talents, perspective and energy into community planning and economic development.
- Foster a sense of pride in the places, spaces and initiatives CPED supports and champions.

D. ARTIST COMPENSATION

The total budget for the public art project is \$12,000 for employee engagement and mural design. This budget will cover all of the artist's fees and expenses. The final vinyl artwork will be printed and installed by a professional fabricator under a separate contract.

Contracts with the selected artist will define stages of completion and a payment schedule. Compensation is based on submitting completed deliverables and not on number of hours worked. Artists' responsibilities for this project, including community engagement, as well as the staff support available to the artist are detailed in Section E, page 3.

E. ARTIST'S RESPONSIBILITIES

The Artist will meet and collaborate with community, design team, steering committee, project staff and project partners.

Staff Support: Throughout this process staff will provide support and assistance. The level of support ranges and depends on the artist's experience and the complexity of the project. Staff support may include but is not limited to: Drawings, writing revisions, developing and implementing engagement activities and an overall plan, connecting with and overseeing sub-contractors, and budget and timeline assistance. The goal of this support is to help the artist do their best work for the project, but also build their capacity for future work.

Artists' Responsibilities include completing and submitting deliverables (drawings, documents, fabricated artworks, etc.) in a timely manner, as outlined in detail in the artist's contract and including the tasks below:

Engagement and Design

- Work closely (and in person when needed) with project staff members.
- Develop and implement a plan for engaging employees in this project in collaboration with staff.
- Develop and refine concept designs with the steering committee and staff.

- Develop final drawings, presentation materials, a timeline, and other visual and written deliverables.
- Provide designs and written materials for the City to obtain approvals from all appropriate entities, including the Public Art Advisory Panel and the Minneapolis Arts Commission

Communications and Administration

- Provide ongoing regular updates to City staff and project managers through regular meetings and email communications.
- Coordinate as needed with other consultants for the project.
- Submitting invoices for payment according to City procedure.
- Communicating with staff prior to sharing information about the project with reporters and through social media.

Maintenance and Fabrication

- Meeting with the fabricator and learning about the vinyl printing process.
- Reviewing 2 printed prototypes and modifying the design as necessary.
- Providing the final digital files necessary to print the artwork.

Copyright and Ownership

- Provide the City with copyright privileges to make two-dimensional reproductions for nonprofit use, such as brochures, publicity and web-site publications.
- Provide the City with the right to use any documentation of the project submitted including site plans, images of engagement, fabrication, installation, etc.
- If the artwork is integrated into the site in a way that it cannot be removed without destroying a portion of the site infrastructure, waive their rights according to appropriate sections of the [Visual Artists Rights Act of 1990](#).

Documentation

- Provide the City with documentation of the project, including final designs, written descriptions, quality photos and presentations.

F. PROJECT TIMELINE

November 4	Call for artists opens and is posted on the website
November 13, 4pm CDT	Artist Informational Meeting (optional) – for a link to this meeting contact Mary Altman.gov
Week of November 18	Posting of Materials from Informational Meeting on the website

November 20, 4pm	Last day for emailing questions about the call and application process to Mary Altman
Week of November 25	Answers to questions and video of the informational meeting posted on the website
December 5, 4pm	Intent to Apply Deadline
December 10, 4pm	APPLICATION DEADLINE
Mid-late January	Finalists notified and provided details on submitting their presentation materials through the City's eSupplier portal
Week of January 25 or February 3, 2025, TBD	Finalist presentations and interviews
February 2025	Selected artist/artist team notified, contracting
March + April 2025	Planning and preparation

G. ARTIST ELIGIBILITY

To be eligible:

- The project is open to artists in with strong connections (live, work, play) to Minneapolis and its communities, and/or to the subject matters of CPED (housing, economic development, planning, etc.).
- Artists applying must be readily available during the timeline (see Section F, page 5).
- Artists currently under contract with the City art projects may not be eligible, depending on the timeline and schedule for those projects. Contact [Mary Altman](#) for more information.
- Current City staff and Minneapolis Arts Commissioners are not eligible.
- This project is seeking practicing artists. Architectural, engineering and design firms; galleries; organizations; art consultants; fabricators and project managers are not eligible to apply and should not be included applications.
- Applications from Teams: There is no restriction on the number of team members. Small teams are recommended to ensure simplicity in project coordination. A lead artist must be identified in the application to be the main contact for the project. This artist will be responsible for serving as the liaison and communicating between the artist team and City staff. It is strongly recommended most members have previous experience working together as a team on at least one project. Additional team members may also be considered after beginning work on the project.

H. HOW TO APPLY

- Attend the optional online informational meeting on. CDT. Contact [Mary Altman](#) for a link to the meeting or fill out an [Intent to Apply form](#) by November 10.
- Fill out an [Intent to Apply form](#) online here by December 5, 4 pm. CDT. **It is recommended that the Intent be filled out as early as possible, because interested artists/teams who fill out the Intent to Apply will receive updates regarding project deadlines and support opportunities.**
- Upload a completed application by December 10, 4 pm CDT. Artists who have completed the online [Intent to Apply form](#) will receive an email with a link to a folder to upload your application. Do not email proposals to staff. Do not send links to applications through Drop Box or any other file transfer programs.
- Contact for More Information: All questions regarding this proposal should be submitted in email to [Mary Altman](#) by November 20th at 4pm CDT. Do not contact other City staff or partner agencies affiliated with this project.
- Questions, answers, and additional information: All questions and answers and materials from the informational meeting and submitted by the November 20 deadline will be compiled and sent to all artists who complete [Intent to Apply form](#).

I. WHAT TO SUBMIT

Artwork Samples:

1. Submit ten images as jpegs, demonstrating your artistic style and similar projects you have completed in the past.
 - Only submit one image per jpeg
 - Photo collages and images incorporating informational text are not allowed.
 - Only share images of works for which you are the author/designer.
 - It is recommended images be roughly 1920 x 1920 pixels and no more than 1.8 MB in file size.
 - Images that do not meet the required formats may not be considered by the Selection Panel.
 - Submit a completed image list that corresponds to the samples you have provided (see Image List section in the written materials section below for more information).

Written Materials: The following should be **submitted as one single pdf, formatted to paper sized at 8 ½" x 11"**. It should include the following elements:

1. Cover Sheet: A completed copy of the attached cover sheet (1-page).
2. Narrative Description: A brief narrative describing the following points (2-page maximum).

- What are your connections to Minneapolis and CPED’s work (housing, economic development, planning) and how might they inform your process and artwork?
 - In looking at the Artist Responsibilities listed in the Call for Artists, which aspects do you think you might need support from staff to be successful?
 - Provide an example of a past engagement process where you learned about a community’s history, gathered community input, and incorporated both into a public artwork. How might a process like this work with CPED employees?
 - What is your experience with digital images and files, and would you be producing the files for this project or would you subcontract with someone?
 - For artist teams, describe your experience working together in the past, including listing the specific projects you have worked on.
3. Resume: A current artistic resume(s) of all the artists involved, including information on background, large-scale mural projects, and experience with government agencies, community members, youth, and/or educators. (Up to two pages per artist)
 4. Image List: A completed copy of the attached Image List (1-page).
If you completed a project as a team member, the image identification should indicate your role in image submitted.
 5. References: The names, addresses, emails, and daytime phone numbers of three professional references from past or similar projects (1-page).

J. HOW WILL APPLICATIONS BE REVIEWED?

The selection process for this project is defined by the [City Public Art Policies](#). An artist selection panel will be required to comply with the conflict-of-interest policies and review and evaluate applications based on the criteria below. The panel will include: An artist, arts administrator, architect or landscape architect, Arts Commissioner, a project site representative, a Public Works staff member, an appropriate community representative, and two at-large members. Their selection will be based on the following criteria:

Stimulate excellence in urban design and public arts:

- Is the artist’s submission, previous work and/or proposed idea engaging and high quality in concept and construction?
- Is the quality of the artist’s previous work comparable to other artwork commissioned by the City?
- Is the artist not overrepresented in the City’s collection?
- Does the artist have a significant or engaging body of work?
- Does the artist have experience collaborating with city planners and other professionals?
- Does the artist have experience with architectural and engineering drawings and methods?

- Does the artist have experience in comparable projects and artistic disciplines?

Enhance community identity and place:

- Is the artist familiar with the community and setting and its characteristics, including history, identity, geography and cultures?
- Has the artist's previous work been appropriate to those communities and settings and the above characteristics?
- Does the artist have experience integrating artwork into infrastructure and public spaces?

Contribute to community vitality:

- Have the artist's previous projects attracted visitors and residents?
- Does the artist's previous work or proposed process build capacity between the private and public sectors, artists, arts organizations and community members?
- Does the artist's previous work or proposed process encourage civic dialogue about community, cultures or City issues?
- Do the artist's previous projects incorporate or address relevant cultural or historical events?

Involve a broad range of people/communities:

- Does the artist have experience working with communities and diverse groups?
- Does the artist have a demonstrated ability to address ADA regulations as they apply to public art?
- Does the artist's previous or proposed process celebrate one or more of the City's cultural communities?
- Does the artist have experience in projects that bring people together or create gathering places?

Value artists and artistic process:

- Does the artist have a unique or appropriate cultural, geographic or artistic perspective?
- Does the proposed project or process appropriately support the integrity of the artwork and the moral rights of the artist?
- Does the proposed project or design process include the artist and the artistic process as a central element?

Use resources wisely:

- Is the artist's previous work or proposed project sustainable, secure and technically feasible?
- Has the artist's previous work been within the timeline and budget and is the artist able to work within the City's timeline and budget?

K. CITY OF MINNEAPOLIS PUBLIC ART, ARTS & CULTURAL AFFAIRS

For over 30 years, the City of Minneapolis has enriched the lives of citizens and visitors by integrating public art into city planning, services design and infrastructure. The City's Public Art Program features:

- New commissions through the Art in Public Places program.
- The conservation and maintenance of the City's collection of over 100 works located across Minneapolis.
- Support to other departments and agencies developing public facilities, infrastructure, and public art projects.
- Permits to neighborhoods and community groups for art projects in the public realm.
- For more information about City of Minneapolis public art visit this [website](#).

The City reserves the right to reject any or all proposals on the basis of the proposal submitted. The City reserves the right to cancel or amend the Call for Artists at any time.



SAMPLE – DO NOT COMPLETE

City of Minneapolis

Standard Contract Form

(For Public Art Contracts up to \$175,000)

City Contract Number (Assigned by the City Contract Management Office): _____

City Department responsible for the Contract:

I. CONTRACT

THIS CONTRACT (“Contract”) is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city (“City”), and _____, a _____ (“Consultant”), for the commission of Public Artwork.

II. SCOPE OF SERVICES

Consultant shall complete all deliverables listed on the attached Exhibit B within the timeframe listed therein, with respect to the artwork (“Public Artwork”) described on the attached Exhibit C.

III. COMPENSATION

The Consultant shall be compensated based on deliverables, in accordance with the attached Exhibit B. Consultant will not be compensated for costs incurred and is not eligible for expense reimbursement. The total compensation under this Contract for services shall not exceed \$ _____.

Consultant may submit an invoice for compensation after all deliverables in a project phase have been completed, submitted, and approved by the project manager and City Public Art staff. Consultant shall follow these invoicing procedures:

- Include contract and P.O numbers.
- Submit a draft to the project manager in advance
- Submit the invoice to submitinvoices@minneapolismn.gov, and copy the project manager.

Invoices can take as long as 30 days to process. Errors on invoicing can extend this process. The City shall have no obligation to pay any invoices received more than 120 days after the date this Contract is terminated or cancelled.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from _____ through _____ unless otherwise extended by the City or terminated earlier under Section XV, Cancellation, Default and Remedies.

V. CONSULTANT'S RESPONSIBILITIES

At all times while this Contract is in force, Consultant shall adhere to the following:

- Consultant shall collaborate with City representatives assigned to the project, including the Project Manager, design team, project staff, and steering committee.
- Consultant shall provide ongoing regular updates to City staff and the Project Manager, including regular and consistent email communications.
- The Project Manager shall be copied on all communication between Consultant and the design team, project staff, steering committee or other City staff working on the project.
- The primary means of communication for this project shall be email. This allows the City to document all decisions related to this project and incorporate them into the project archive.
- Texting shall only be used when necessary, or when decisions need to be made in the field. Decisions made via text message shall always be followed up with an email summarizing the decision and rationale for the decision.

- Phone communication is appropriate for discussing complex issues but must always be followed up with an email summarizing all decisions and rationale for these decisions.
- Consultant shall comply with the City’s communications policies and procedures, and the City’s social media policy. The City is the lead agency on all communications with the media about the project. Consultant shall notify the project manager when they are contacted by the media and shall not provide any information or resources about the project to the media without the City’s prior authorization. Consultant should coordinate the release of information about the project with the Project Manager. This includes information about selection for commissions, release of designs to the public, and release of images of works in progress. Consultant shall ensure compliance with these requirements by Consultant’s subcontractors.
- Consultant shall comply with all requirements on the attached Exhibit D.

VI. SUBSTITUTIONS AND ASSIGNMENTS

Services by the Consultant will be performed by the following person(s):

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

VII. SUBCONTRACTING PROHIBITED

The Consultant shall not engage in any subcontracting or sub-consulting of any of the services to be provided under the terms of this Contract without the written authorization of the contract manager identified in Section XVI of this Contract (“Contract Manager”). Should subcontracting or sub-consulting be permitted by the Contract Manager, a Consultant that is not an approved small business enterprise under the City’s Target Market Program is encouraged to, and a Consultant that is an approved small business enterprise under the City’s Target Market Program shall only, hire, retain or engage an “Approved Small Business Enterprise” as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

VIII. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered by the Contract Manager. The City will monitor the performance of the Consultant against goals and performance standards provided in this Contract. The Contract Manager will provide written notice if the City determines that the Consultant's performance is in default of this Contract.

IX. INDEPENDENT CONSULTANT

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an "independent contractor" and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

X. CONSULTANT'S INSURANCE

The Consultant shall maintain the types of insurance and the limits of coverage identified in the attached Exhibit A.

XI. DATA PRACTICES

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Consultant and any of Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and

employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

XII. COMPLIANCE WITH THE LAW

The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements, it shall request necessary clarifications from the City. Violation of any of the above laws can lead to termination of this Contract.

XIII. AUDITS

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

XIV. SUCCESSORS AND ASSIGNS

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

XV. LIABILITY AND INDEMNITY

The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.

The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors, and sub-consultants.

XVI. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner or otherwise violates the terms of this Contract, in which case the City has the right to terminate this Contract if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the City.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

XVII. NOTICES

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

XVIII. INTELLECTUAL PROPERTY

The City shall possess and own the Public Artwork to be provided by the Consultant. The City disclaims, and the Consultant shall own all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork, except for the limitations expressly provided in this section.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Consultant shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Consultant grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Consultant grants to the City and its successors or assigns, a nonexclusive, irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Consultant represents and warrants its work, service, and/or deliverables under this Contract do not and will not infringe upon the proprietary or intellectual property rights of any other persons or entities.

XIX. PUBLICITY, ENDORSEMENT AND REPRODUCTION

In any publicity regarding the Public Artwork, Consultant shall include acknowledgement in substantially the following form: “Commissioned by the City of Minneapolis.” The

Consultant shall not claim that the City endorses its products or services. All reproductions by the City shall contain a credit line that includes the title of the Public Artwork, the Consultant's name, copyright notice, year of completion, and a statement that the artwork was "Commissioned by the City of Minneapolis."

XX. BILLBOARD ADVERTISING

Ordinance 544.120 prohibits the use of City or City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

XXI. CONFLICT OF INTEREST/CODE OF ETHICS

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City. The Consultant may request that the City assist the Consultant to determine whether a "conflict of interest" exists.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

XXII. MISCELLANEOUS PROVISIONS

- 1. Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
- 2. Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
- 3. Applicable Law** – The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for

any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
6. **Amendments** – Any amendments to this Contract shall be in writing and signed by both the City and the Consultant prior to the relevant deadline/invoice/modification of work. Approval of said requests shall be at the City’s sole discretion. Amendments are not final until the City issues a signed Amendment to Standard Contract form. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000, increases or reductions in the Scope of Services or Work, or extensions of the duration not to exceed five years.
7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

The parties being in agreement have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By _____

Its

By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.

FOR THE CITY:

By _____

Department Head responsible for administering and monitoring this Contract

By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.

Exhibit A

Insurance Requirements

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) and sub-consultant(s) or assume full liability for their acts and omissions. Please fill in a-e.

Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations. If Consultant is not an approved small business enterprise under the City's Target Market Program, coverage must include Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured sub-contractors.

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as sub-consultants or subcontractors will not provide any services under this Contract.

- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate for if Consultant is not an approved small business enterprise under the City's Target Market Program, and at least equal to \$300,000 per claim and \$500,000 aggregate if Consultant is an approved small business enterprise under the City's Target Market Program. If Consultant is not an approved small business enterprise under the City's Target Market Program, the City shall be named an "additional insured" on Consultant's policy and shall be indicated on the ACORD declaration form.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

- c) **Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate if Consultant is not an approved small business enterprise under the City's Target Market Program, and at least equal to \$100,000 per claim and \$500,000 aggregate if Consultant is an approved small business enterprise under the City's Target Market Program.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter or copy of the auto liability policy from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate if Consultant is not an approved small business enterprise under the City's Target Market Program, and at least equal to \$200,000 per claim and \$500,000 aggregate if Consultant is an approved small business enterprise under the City's Target Market Program. The insurance policy must provide the protection stated for two (2) years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches. The insurance policy must provide the protection stated at coverage limits of at least \$1,000,000 per claim. The

insurance policy must provide coverage for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.

Consultant Name (printed) _____

Consultant Authorized Signature _____ **Date** _____

Revised- 12/2016

Exhibit B

Artist Deliverables, Payment Milestones and Approvals

[attach deliverables checklist and checklists for each applicable Phase]