

Call for Artists

Hiawatha Lake Underpass

Arts & Cultural Affairs and Public Works

RFP2024-61 - Event: 0000003370 Issue Date: November 4, 2024

The City of Minneapolis invites experienced artists/artist teams to apply to design and create a large-scale, two-dimensional public artwork for the redevelopment at Hiawatha-Lake. Artist/artist teams must have a proven track record working in and with the community and in creating complex two-dimensional public artworks.



Hiawatha Lake Underpass, with project area highlighted in yellow

Eligible artists: See the eligibility requirements in Section G, page 9.

Artist Informational Meeting November 12, 5 pm, (optional): For a link to this meeting contact [Kirstin Wiegmann](#).

For more information: Submit questions in email to: [Kirstin Wiegmann](#) by November 20, 4 pm Central Standard Time (CST).

Questions, answers and materials from the artist informational meeting will be 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.

One-on-One Technical Assistance: Free assistance in completing applications is available (see Section J, page 11).

APPLICATION DEADLINE: December 10, 2024, by 4 pm (Central Standard Time)

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A. HIAWATHA LAKE UNDERPASS REDEVELOPMENT

The Hiawatha Avenue and Lake Street intersection, known as Hi-Lake, is being redesigned to create a safer area where people can move more comfortably. Construction of the new design has begun and includes an intersection layout that supports transportation and opportunities for added community space. The anticipated benefits of the redevelopment include:

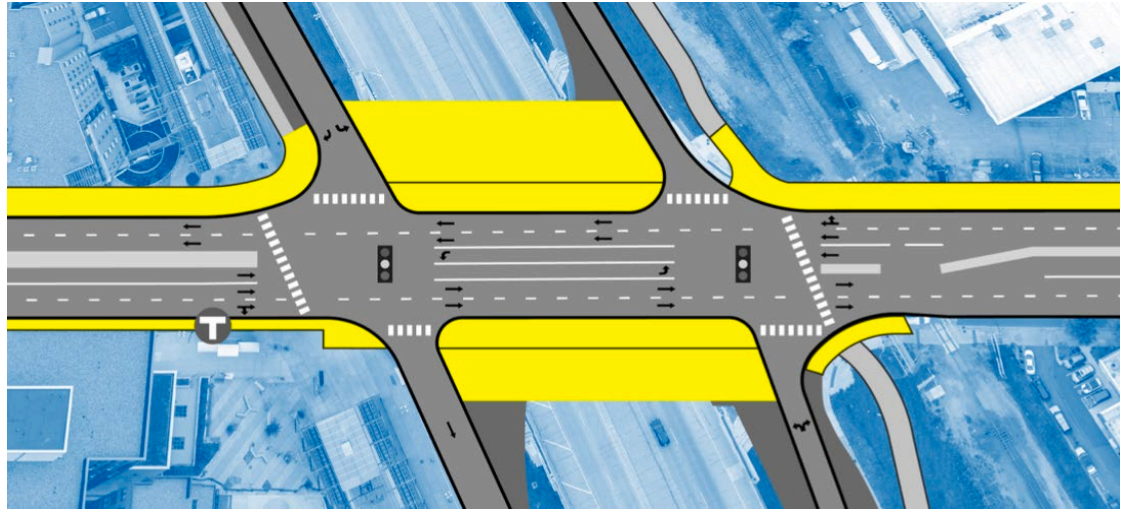
- Improved drainage.
- Improved safety.
- Improved accessibility.
- Smoother road surface.
- Reduced congestion.
- Extended pavement life.
- Improved bike and transit infrastructure.

The redevelopment effort is led by Hennepin County and the City of Minneapolis and designed by the Minnesota Department of



Project Location

Transportation (MnDOT). Metro Transit is working in close coordination on the project as it plans B Line Bus Rapid Transit services for Lake Street and potential station upgrades at the Lake Street Blue Line LRT station. Changes planned for Hi-Lake are intended to:



Yellow area outlines the areas of reconstruction, Hiawatha Lake Underpass Redevelopment

- Increase safety for all forms of transportation.
- Add space for people walking, biking, rolling, and using transit.
- Improve connectivity and access for people across neighborhoods.
- Support climate-friendly transportation.

The Project partners worked with community representatives and a Community Advisory Council to incorporate public feedback into the final design and identify potential community partners to implement space uses after construction is complete.

For more information see these links below:

- [MNDOT's website on the project.](#)
- [Hiawatha-Lake Intersection Improvements | Hennepin County.](#)
- [Hiawatha-Lake Intersection Improvements | Hennepin County Project Layout.](#)
- [Information about Crossroad's by Seitu Jones on the South Minneapolis Public Art Map.](#)

B. CORCORAN, LONGFELLOW AND EAST PHILLIPS NEIGHBORHOODS AND AREA

The Minneapolis neighborhoods surrounding the Lake Street underpass at Hiawatha Avenue, include Corcoran, Longfellow, and East Phillips. These neighborhoods are dynamic, culturally rich and feature a blend of historic homes, local businesses, and diverse communities. Lake Street is known for its vibrant commercial corridor with restaurants, shops, and markets, reflecting the multicultural makeup of the neighborhoods and South Minneapolis. The area is also a hub for transit, with easy access to the Blue Line light rail, connecting residents to downtown and other parts of the city.

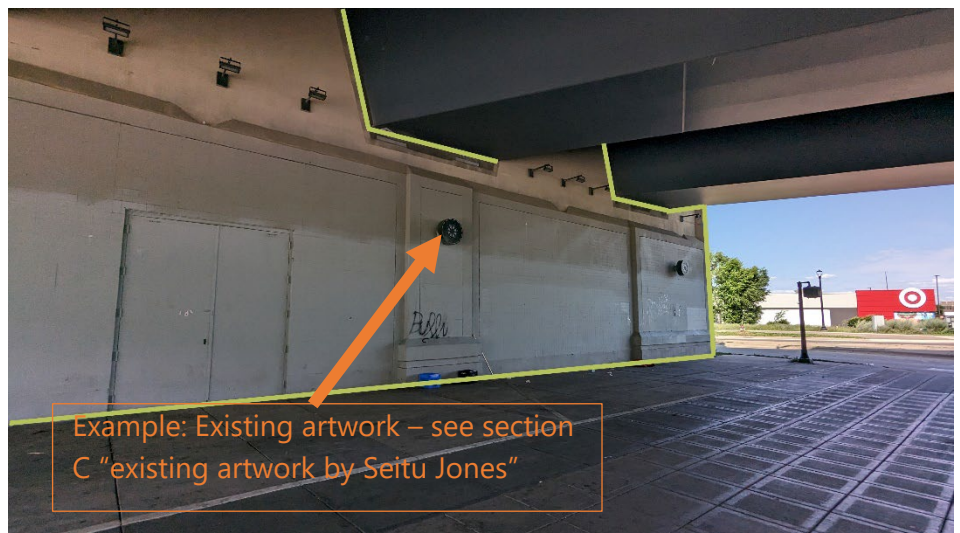
According to [Minnesota Compass](#), these neighborhoods have higher percentage of people of color than Minneapolis as a whole:

Area	White Population	Of Color Population
Minneapolis	60%,	37.3%
Corcoran Neighborhood	56.6%	38.3%
Longfellow Neighborhood	59.6%	36.7%
East Phillips Neighborhood	16.7%	80.2%

Source: 2014-2018 American Community Survey 5-year estimates, adjusted to fit current neighborhood boundaries using the 2010 Census counts

South High School is located two blocks from the intersection and draws its diverse body of students from the area. Many of these students travel through the Hi-Lake to and from school.

These three neighborhoods have faced significant challenges in recent years. The site is three blocks from the former location of the Third Precinct. The civil unrest following the murder of George Floyd in 2020 deeply affected the area, with many businesses along Lake Street damaged or destroyed. This, combined with the ongoing effects of the COVID-19 pandemic, led to economic hardship for residents and local businesses. The community has also grappled with rising concerns about safety, housing instability, and houselessness in parts of the neighborhoods. Despite these difficulties, there has been a strong effort from community organizations, residents, and city leaders to rebuild and revitalize the area, focusing on equity, support for small businesses, and long-term development. The resilience and solidarity within these neighborhoods continue to be a defining characteristic as they work toward recovery.



C. HI-LAKE PUBLIC ART PROJECT

The City is seeking an artist/artist team to engage the community and design and fabricate a roughly 5200 square foot, two-dimensional public artworks at the Hiawatha Lake underpass. The artwork will be installed on the vertical walls adjacent to Lake Street, appearing on both the north and south walls. The area to be covered extends from ground level up to the underside of the bridge. The artwork will wrap around the sides of the walls, encompassing an approximately 10-foot area on each of the east and west walls adjacent to the on



Yellow outline defines the extensive boundaries for the artwork.

and off ramps. It is expected that the artwork be highly detailed and cover the vast majority of this area. This project does not include the underpass at the adjacent LRT station.

If an artist team is selected, it is expected that the team create one cohesive artwork (as opposed to multiple individual murals).

It is feasible that minor attachments could be connected to the wall; however, *this call is not for a major sculptural work or light work.*

Artists with a proven track record for working in and with the community and creating complex, permanent two-dimensional works are invited to apply. The goals of the project include:

- Artistically enhance the entire area of the underpass walls through the creation of a bright, bold and detailed public artwork.
- Design a comprehensive process for engagement that is open and welcoming, develops a deep understanding of this place, and celebrates the uniqueness of place through the process and resulting artwork.
- Engage the people who use this space on a regular basis – including area students - in the design and creation of the artwork.
- Support the idea of connection: the underpass site as a gateway connection between the East and West sides of Lake Street; and the connection of people, places, and ideas, from the past, present and future.
- Support the creation of a welcoming and safe experience for people of all backgrounds and walks of life.
- Connect to and expand upon the goals and themes previously identified by the various stakeholders of the project.

A major portion of this project will be the community engagement coordinated by the selected artist/artist team prior to and during design development. This will include no fewer than eight non-traditional or pop-up engagement activities. The community members in this area have been participating in many local planning and engagement activities in recent years and could be burned out on engagement. For this reason, these engagement activities need to be particularly fun and creative.

This site is a very active urban area and is used by a broad range of people in the community. The selected artist/team will need to be comfortable engaging on the site with people who are there.

Existing Artwork by Seitu Jones, *Crossroads*: The site features existing artworks by Seitu Jones, including 16 pavement stamps and 10 light sconces on the theme of transportation. The stamps have recently been reinstalled as part of the underpass project, and the sconces are being conserved and will be reinstalled in coordination this public art project. Jones developed these artworks with the vision that a mural would ultimately occur on the walls. The selected artist/artist team will need to develop a design that deeply complements *Crossroads*. Jones will meet with the artist/team approximately three times, provide background on his works and review draft designs.



Medicine wheel sconce and tractor wheel pavement stamp

D. ARTIST COMPENSATION

The total budget for the public art project is a maximum \$369,000 which includes \$150,000 for the community engagement and design phase and \$218,000 for the fabrication and installation phase. This budget will cover all the artist/artist team's fees, subcontractor fees, and any and all expenses Including, but not limited to:

- An extensive community engagement process.
- Onsite storage.
- A highly detailed final design (no large color blocks).
- Protecting and final cleaning of the pavement and surrounding area.
- Liability and workers compensation insurance (for paid staff).
Lifts (scaffolding is not permitted).
- Final coating of the artwork if determined in cooperation with City contracted conservators.
- Self-care activities for the artist/artist team for the intense level of engagement required for this project.
- A contingency for unexpected costs.

This is a general sketch to help artists consider the project scope; other considerations may arise during project planning. A large portion of the budget will go to fabrication and installation costs.

The City of Minneapolis will cover the following costs:

- Traffic control and signage necessary to close portions of the site during installation for up to three months.
- Translation services for engagement.
- Sandblasting, tuck-pointing and priming the wall.
- Previously selected lighting for the artwork.

Contracts with the selected artist/artist team will define stages of completion and a payment schedule. The first contract for \$150,000 will cover only the community engagement and design phase. Fabrication and installation will be covered in a second contract.

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/artist team are detailed in Section E, page 6.

E. ARTIST'S RESPONSIBILITIES

Artists/artist teams 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/artist team'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/artist team 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 and project partners.
- Develop and implement a community engagement plan for this project in collaboration with staff.
- Implement no fewer than eight creative, non-traditional pop-up activities.
- Develop and refine concept designs with input from community, the steering committee and staff.
- Develop a very detailed design that covers the vast majority of the wall space described above.
- Develop designs that meet all applicable codes, such as safety and handicapped accessibility requirements.
- Develop designs that meet all functional requirements.
- Develop final drawings, presentation materials, cost estimates, a budget, 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, the Minneapolis Arts Commission and the Minnesota Department of Transportation.

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

- Participate in a thorough design review of the draft designs with City art conservator.
- Develop a maintenance plan for the artwork.
- Fabricate artwork and/or subcontract and oversee fabrication by others.
- Sub-contract with professionals to provide all necessary plans and engineering.
- Provide signed engineering drawings for the artwork if needed.
- Arrange necessary inspections and testing.
- Provide a one-year warranty on the artwork.

Installation and Site Preparation

- Deliver and install the artwork in coordination with the site needs and schedule.
- Carry adequate insurance coverage for the project as per the City's General Conditions.
- Obtain necessary permits. (City staff can help identify these.)
- Provide the equipment needed to install large scale works.
- Traffic control and signage necessary to close portions of the site during installation beyond three months.
- Engage with and educate the community during installation.
- Comply with safety standards set by site construction managers and architects.
- Restore the site to its previous condition after installation, such as replacing nearby plantings.

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.
- Waive rights according to appropriate sections of the [Visual Artists Rights Act of 1990](#).
- Provide the City with the rights that are required by the permit from the Minnesota Department of Transportation. (Note that these rights are different than those typically required in the City's public art project (see attached General Requirements.)

Documentation

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

F. PROJECT TIMELINE

November 4	Call for artists opens and is posted on the website
November 12, 5pm CST	Artist Informational Meeting (optional) – for a link to this meeting contact Kirstin Wiegmann
Week of November 18	Posting of Materials from Informational Meeting on the website
November 14, 3-7pm	Springboard for the Arts Artist Support Session at Springboard for the Arts . Email Andy@SpringboardfortheArts.org with questions.
November 20, 4pm	Last day for emailing questions about the call and application process to Kirstin Wiegmann
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 25th (likely January 29th or 30th), times TBD	Finalist presentations and interviews
February 2025	Selected artist/artist team notified, contracting
March + April 2025	Planning and preparation
Spring and Summer 2025	Engagement
Summer and Fall 2025	Installation

G. ARTIST ELIGIBILITY

- The project is open to artists/teams in the 13-county twin cities metro.
- Artists applying must be readily available during the timeline (see Section F, page 8).
- Artists currently under contract with the City art projects may not be eligible, depending on the timeline and schedule for those projects. Contact [Kirstin Wiegmann](#) for more information.
- Current City staff, Minneapolis Park and Recreation Board staff and Minneapolis Arts Commissioners are not eligible.
- This project is seeking artists/artist teams who are 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 November 12, 5pm CST. Contact [Kirstin Wiegmann](#) 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. CST. **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 CST. 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 [Kirstin Wiegmann](#) by November 20 at 4pm CST. 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 [an 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).
 - Why are you interested in this project?
 - Describe your connections to the community and/or why you are the right artist/artist team to be working on this project.
 - Briefly describe your creative process.
 - Provide an example of a creative community engagement activity that you have done in the past. In what ways was it creative? What were you hoping to learn from the community? How did you measure your success?
 - When considering the Artist Responsibilities listed in section E, which aspects do you think you might need support from staff to be successful?
 - 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. GETTING ASSISTANCE

- Artist Informational Meeting (optional but encouraged). Contact [Kirstin Wiegmann](#) for a link to the meeting or fill out an Intent to Apply form by November 10.
- Submit any questions to [Kirstin Wiegmann](#) by November 20, 4pm. Questions and corresponding answers will be posted the week of November 25.
- For application technical assistance, please reach out to [Kirstin Wiegmann](#).
- For in-depth on-one-one support developing your application materials, attend a drop-in assistance session hosted by Springboard for the Arts on November 14, 3-7pm at [their St. Paul location](#) or [sign up](#) for a one-on-one consultation between November 6-20. Contact Andy@SpringboardfortheArts.org for additional information.

K. 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?
- If the proposers are a team, is the team a manageable size and do they show demonstrated experience working together?
- 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?

L. 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.

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any three (3) sections. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

4. **Indemnity and Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Where the Services provided by the Consultant to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Consultant will not be obligated to defend the City as required above.

5. **Subcontracting**

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract.

As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed unreasonably.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

14. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must 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.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)” Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

17. 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.

18. Conflict and Priority

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](#)

20. Billboard Advertising

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

21. 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 Consultant represents any other party or other client whose interests are adverse to the interests of the City.

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” since Consultant has a direct financial interest in this Agreement. The City’s Code of Ethics prevents “interested persons” from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, 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 for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

24. Intellectual Property

- A. The Art is a work made for hire and all right, title and interest that Artist had or might have had in and to the Art vested in the City upon creation, including all copyright interests, as defined and enforced under the U.S. Copyright Act, 17 U.S.C. §§ 1 et seq. ("Copyrights"). If the Art is not deemed by law to be a work for hire, Artist hereby sells, assigns and transfers to the City all right, title and interest in the Art, including all Copyrights. The Artist hereby covenants that no right, title, or interest in the Art or the Copyrights remain with or are held by any other party.
- B. The Artist acknowledges that the City will donate all rights, title and interest in the Art and Copyrights to the State in accordance with the State's requirements for placement of the Art on the Bridge.

- C. The Artist represents and warrants that no third-party artwork or images were used by the Artist in the creation, design, or development of the Art and that that display of the Art on the Bridge will not infringe on the rights, including intellectual property and publicity rights, of any other person or entity.
- D. The Artist hereby knowingly, voluntarily, and permanently waives all rights of integrity related to the Art conferred in Subsection (a)(3) of the Visual Artists Rights Act of 1990, 17 U.S.C. §106A (“VARA”), including, specifically, the right to prevent any distortion, mutilation, modification, or destruction of the Art, regardless of the reason for or effect of the distortion, mutilation, modification or destruction. This waiver does not extend to the rights of attribution conferred in Subsections (a)(1) or (a)(2) of VARA.
- E. The City hereby grants to the Artist a non-transferrable, non-sublicensable, nonexclusive, perpetual, worldwide, royalty-free, irrevocable license (“License”) to use and exploit the Art as follows, all of which may be exercised without the City’s further consent:
 - 1. Artist may reproduce the Art in copies and may prepare derivative works based upon the Art.
 - 2. Artist may distribute copies of, and derivative works based upon, the Art to the public by any means that does not generate revenue.
 - 3. Artist may publicly display copies of, and derivative works based upon, the Art, including but not limited to, display in websites, galleries, design periodicals, and other media or exhibits. Artist may describe its role in relation to the Art on its website and in other promotional materials.

Notwithstanding any other provision of this Agreement, any use of this License in any way that, in the State’s sole discretion, impedes traffic, interferes with the State’s use of the Bridge, the sidewalk immediately adjacent to the Bridge, and the roadways adjacent to the Bridge and under the Bridge (collectively, the “State’s Right of Way”), creates a safety risk in the vicinity of the State’s Right of Way, or otherwise impairs or interferes with the safety or convenience of the traveling public is strictly prohibited.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$175,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: [Equal Benefits Ordinance](#)

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf

of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy-five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit [MnUCP](#) or contact contractcompliance@minneapolismn.gov.

28. Miscellaneous Provisions

- 1. Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
- 2. 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 invalid or unenforceable provision had not been included.
- 3. No Partnership or Joint Venture** – Neither the City nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.

4. **No Third-Party Beneficiaries** – This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **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.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
7. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.