

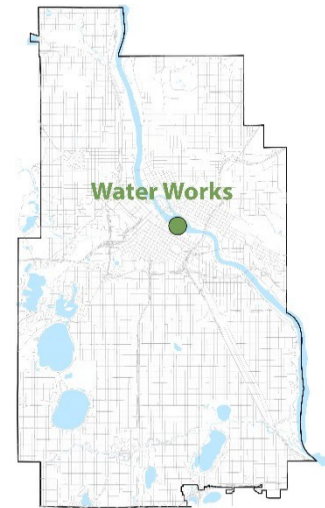
Call for Artists

Water Works Public Art Project



City of Minneapolis Art in Public Places, Community Planning and Economic Development and Minneapolis Park and Recreation Board

The City of Minneapolis invites experienced artists to apply to design and create public artwork to be incorporated into Minneapolis Park and Recreation Board's new park, Water Works, located within Mill Ruins Park overlooking Saint Anthony Falls. The artwork will celebrate the histories, languages and vibrant cultures of Indigenous and Dakhóta* people and honor the two nearby sacred Dakhóta sites—Owámniyomni (St. Anthony Falls) and Wanáǵi Wíta (Spirit Island)—destroyed in the 1960's to make way for the nearby lock and dam. The selected artist or artist team will collaborate with the design team and community to create public artwork for this new park. (See page 6 for information on artist eligibility.)



*Optional Informational Meeting for Artists: **May 13th, 4:00 p.m.***

*Questions must be submitted by **May 17th, 4.p.m** to Ann.Godfrey@minneapolismn.gov*

*Application deadline: **Monday June 7th, 4 p.m.***

For reasonable accommodations or alternative formats contact Ann Godfrey at ann.godfrey@minneapolismn.gov. People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-673-2157 or 612-673-2626.

For artists seeking technical and other support with their application, contact Ann Godfrey for details.

This Call for Artists is available on the City's website at <https://www.minneapolismn.gov/call-for-artists>

Para asistencia 612-673-2700 - Rau kev pab 612-673-2800 - Hadii aad Caawimaad u baahantahay 612-673-3500.

A. Water Works

Water Works is a project of the Minneapolis Park and Recreation Board within Mill Ruins Park overlooking Owámníyomni (Saint Anthony Falls). This area is rich in historical significance and a place where history, community and industry intersect.

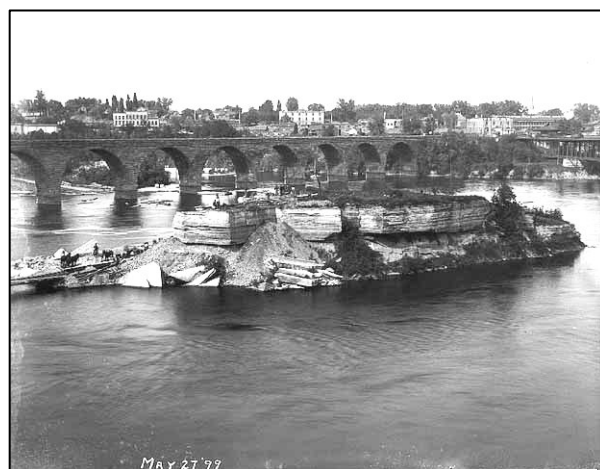
This new park will include:

- A public pavilion set into existing historic remnants of mills and featuring food vendor *Sioux Chef*.
- Multipurpose lawn area.
- Outdoor seating plaza with fire pits.
- Terraced city steps.
- Play area.
- Rainwater reuse system.

B. Neighborhoods and Area

Water Works and its surrounding area, including Mill Ruins Park and the Central Mississippi Riverfront Regional Park, is considered one of the jewels of the Twin Cities. The natural beauty of the river, the cultural and historical significance of the area and the prime location in downtown Minneapolis make it a rich and unique site.

Saint Anthony Falls, the only true waterfall on the Mississippi River, and its sacred waters have had significance to Indigenous residents of this area for thousands of years and continue to do so today. “The Dakhóta * name for this area is Owámníyomni, meaning ‘whirlpool’ or ‘turbulent waters,’ and the Anishinaabe name is Gichi Gakaabika, meaning “severed rock.” Together these names describe the original appearance of the falls where the river cascaded over limestone shelf and dropped 30 to 40 feet into the swirling whirlpools and broken rock below” ([Minneapolis Native American Context Statement, July 2016](#)). The geology and landscape of the river has been altered many times since to harness the physical power of the water and allow passage for boats and barges. This included the destruction of Spirit Island, Wanáǵi Wíta , a site sacred to the Dakhóta, in the early 60’s when the lock and dam in the area were constructed.



Spirit Island, Wanáǵi Wíta

While Minnesota is Dakhóta homeland, the Upper Mississippi River Valley including the area around Owámníyomni was inhabited and navigated by many different Indigenous groups including Anishinaabe and Ho-Chunk. This stretch of the Mississippi (derived from the Anishinaabe words Misi Ziibbi) was a major transportation artery. Several accounts recorded by European explorers in the 1600 and 1700’s tell of Dakhóta and Ho-Chunk people making offerings at Owámníyomni, signifying its importance. “Though incomplete, these descriptions indicate the veneration in which the falls were held and the sense that they housed a powerful being or beings” (*Mni Sota Makoce: The Land of the Dakota*, September, 2012).

*While we have chosen to use "Dakhóta" in this RFQ, we recognize there are many Dakhóta orthographies. We selected the Standard Dakhóta Orthography which is widely used by K-12 learners both in Dakhóta and Lakǵóta.

In the mid-19th century, saw and flour mills harnessed the energy of the falls and began to dominate the riverbanks. By 1880 Minneapolis was considered the flour-milling capital of the United States. This industry served as the foundation for much of the modern city and brought diverse people together for jobs. These industries, and the City's economic growth and wealth from them, benefited European-American residents but created inequitable systems that continue to impact the wealth and economic stability of the City's residents.

In the 1960's the restaurant Fuji Ya was built into existing mill walls and signified people returning to and enjoying the riverfront rather than a focus on industry. While the milling history of this area is well known, the role of non-Europeans, especially Indigenous people is not. Other attractions and organizations nearby include the Stone Arch Bridge, Mill City Museum, the Guthrie Theater, Gold Medal Park and MacPhail Center for Music.

Water Works is one of several riverfront developments currently taking place. North of the park, Upper Harbor Terminal, the Great River Greenway Overlook and Halls Island are in various stages. Adjacent to Water Works, the Falls Initiative is working to transform the Upper Lock and Dam into, a visitor center and community gathering place.

Downtown West is bound by 12th Street to the southwest, 3rd Avenue North, Washington Avenue North, and Hennepin Avenue to the northwest, the Mississippi River to the northeast, and Portland Avenue, 5th Street South, and 5th Avenue South to the southeast. Downtown West is the business hub of Minneapolis. It is packed with theaters and entertainment venues such as the Orpheum Theatre, Orchestra Hall and Target Center arena. It is also the location of Minnesota's main street, Nicollet Mall. The Minneapolis Skyway system connects corporate offices, bars, restaurants, hotels, government services, retail, gyms, grocery stores, sports facilities, art galleries and many other businesses, services and amenities for downtown residents. Downtown West is also home to the densest shelter-seeking community in the five-state region with 1200 emergency shelter beds.

This neighborhood is bordered by four others with vibrant communities of businesses, residents and entertainment. These include North Loop, Loring Park, Elliot Park and Downtown East. For more information on Downtown West, and its surrounding neighborhoods please visit:

- [Downtown West and East](#)
- [Elliot Park](#)
- [Loring Park](#)
- [North Loop](#)

C. Water Works Public Art Project

The City is seeking an artist/artist team with in-depth knowledge and understanding of Dakhóta and Indigenous histories, cultures and languages to collaborate with the design team and community in creating permanent artwork for this park. Artists will incorporate input from the Dakhóta community and the larger Indigenous and urban communities. Possible art opportunities include a gateway or large free-standing work of art, an artwork involving lighting and possibly 2-dimensional artwork. The location and design of the artwork will need to work around the infrastructure of the already completed park and significant underground utilities. Some goals of the

public art project include:

- Be a welcoming and inclusive place particularly for Dakhóta and Native people.
- Educate people about Dakhóta history, culture, and language.
- Illuminate the significance of this sacred Dakhóta site and tell the stories of Indigenous people who lived and frequented this area.
 - Emphasize and celebrate the strength and vitality of Dakhóta and Indigenous people - we are still here.
 - Highlight the connection of this site to other important Dakhóta sites along the Mississippi River.
 - Acknowledge and honor that this is Dakhóta homeland and Dakhóta and other Indigenous people have a longstanding and ongoing connection to the land and water at this site.
- Provide an immersive, dynamic experience and allow visitors to see themselves as part of the experience.
- Create artwork that is powerful and instrumental to the space, rather than decorative.
- Be thoughtfully integrated into the park's architectural elements and landscape.

(Note: it is unlikely plant materials will be commissioned as part of this public art project. Funding requires that the project have a minimum life span of 25 years.)

D. Compensation

The total budget for the public art project is \$400,000 including \$25,000 for the design phase and \$375,000 for the fabrication phase. This includes travel. Once the design is approved, the City will then enter into a contract with the selected artist/artist team for fabrication.

- This budget should cover any and all of the costs and expenses associated with fulfilling the responsibilities outlined in section E below.
- Contracts between artist(s) and the City will define stages of completion and a payment schedule.

E. Artist's Responsibilities

Artists/artist teams will collaborate with the design team, project staff and steering committee. Responsibilities include completing and submitting deliverables in a timely manner, as outlined in detail in the artist's contract and including these tasks:

Design and Engagement:

- Working closely and in person with design team members for the project.
- Developing and implementing a community engagement plan for this project.
- Developing and refining this design with input from staff, the design team, the community and the steering committee.
- Developing designs that comply with all applicable codes and all functional requirements.
- Developing final drawings, presentation materials, cost estimates, a budget, a timeline, and other visual and written deliverables.
- Providing documents for the City to obtain approvals from all appropriate entities, including the Public Art Advisory Panel and the Minneapolis Arts Commission.

Communications and Administration:

- Providing ongoing regular updates to City staff and project managers including regular and consistent email communications.
- Meeting defined deadlines and deliverables put forth by project managers and City staff.
- Coordinating as needed with other consultants for the project.
- Communicating completed phases of the project and requesting payment.
- Following the City's communications policies and procedures for the project, regarding media and social media.

Maintenance and Fabrication:

- Participating in a thorough design review assessment administered by an art conservator determined by the City.
- Developing a maintenance plan for the artwork.
- Fabricating artwork or subcontracting and overseeing fabrication by others.
- Sub-contracting with professionals to provide all necessary plans and engineering.
- Providing signed engineering drawings for the artwork if needed.
- Arranging necessary inspections and testing.
- Providing a one-year warranty on the artwork.

Installation and Site Preparation:

- Delivering and installing the artwork in coordination with construction of the site.
- Work with the design team and contractors to coordinate the installation within the overall construction budget and timeline.
- Carrying adequate insurance coverage for the project as per the City's General Conditions.
- Obtaining necessary permits.
- Complying with safety standards set by site construction managers and architects.
- Restoring the site to the pre-installation condition upon completion.

Copyright and Ownership:

- Providing the City with copyright privileges to make two-dimensional reproductions for non-profit use, such as brochures, publicity and web-site publications.
- Providing 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, waiving their rights according to appropriate sections of the [Visual Artists Rights Act of 1990](#).

Documentation:

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

F. Project Timeline

Tuesday, May 4, 2021	Call for Artists posted
Thursday, May 13, 2021, 4-6pm, central time	Online Artist Informational Meeting Email Ann.Godfrey@minneapolismn.gov for a link to the meeting
Friday May 14, 2021	Posting of materials from Informational Meeting on the Call for Artists website
Monday May 17, 2021	Last day for submission of questions to Ann.Godfrey@minneapolismn.gov
Thursday May 20, 2021	Answers posted on the Call for Artists website
Wednesday June 2, 2021	Intent to Apply Form submitted (advance submission recommended)
Monday June 7, 2021, 4pm, central time	Application deadline
Week of June 21, 2021	Finalists notified and directed to submit interview/ presentation materials through the City's Supplier portal
Week of July 12, 2021	Finalist interviews
End of July 2021	Artist notification and contracting
Summer/Fall 2023	Estimated project completion

G. Who is Eligible?

- The project is open to artists residing in the United States.
- Teams:
 - Artists may apply individually or as a team. While there's no restriction to the number of participating members, small teams are recommended. Teams should be adequately sized to ensure simplicity in project management and communication. A lead contact must be identified and stated in the application.
 - All team members must meet the eligibility requirements.
 - It is highly recommended that all members of the proposed team have previous experience and show evidence of working together as a team on at least one project. Note that the entire team will receive the same size design fee as a single artist.
- Artists must have in-depth knowledge and understanding of Indigenous history, culture and language, preferably knowledge of the area around Water Works, Owámniyomni (St. Anthony Falls) and Wanáǵi Wíta (Spirit Island), and experience celebrating Native American culture through their artwork. If

applying as a team, each artist should have this knowledge and experience.

- Artists applying must be readily available during the timeline (see section F above).
- Artists currently under contract with the City for other public art projects must be performing according to the scope of services and schedules for those projects.
- 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 with professional artistic resumes. Architectural, engineering and design firms, galleries, organizations, public art consultants and project managers are not eligible to apply and should not be included in the application.

H. How to Apply

- 1) Attend the optional online informational meeting on **Thursday, May 13th 4-6 p.m.** To receive a link to this meeting, contact Ann.Godfrey@minneapolismn.gov.
- 2) [Fill out an Intent to Apply Form online here](#) by **Wednesday, June 2nd.**
- 3) Upload a full application as a single PDF by **Monday June 7, 4 p.m.** 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: Ann.Godfrey@minneapolismn.gov by May 17th, 4pm Central Time. All questions and answers will be compiled and posted online as an addendum to this Call for Artists. ***They will also be sent to all artists who complete an Intent to Apply form.*** [The Intent to Apply Form is found here.](#) Do not contact other contractors, architects or City staff working on this project.

Additional Information: Materials from the informational meeting will be posted online as an addendum with this Call for Artists. This Call for Artists is available in alternative formats upon request. [For more information about City of Minneapolis public art visit the City's website.](#)

J. What to Submit

Please do not submit specific proposals at this time.

This is a request for qualifications. Applicants should not submit a proposal for a project, including a draft design or proposed subconsultants such as project managers, engagement consultants or fabricators. The selected artist(s) will work with staff and the steering committee to better understand the goals of the project and the site prior to developing a proposal and determining subconsultants. To demonstrate your previous experience, you can submit information about your past subconsultants or groups/co-collaborators.

1. Artwork Samples:

- Individual artist applicants and teams can submit up to ten work samples. Work samples can either be 10 jpegs OR up to 2 video works and 8 jpegs. Video work must be no longer than 1 minute in length and the full URL link must be provided (i.e. You Tube, Sound Cloud, Vimeo).

When submitting jpegs, please submit only one image per jpeg—no photo collages are allowed (meaning multiple images in one jpeg). Only submit images of works for which you own the copyright. It is recommended that your 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.

2. **Written Materials:** Written materials **should be submitted in one single 8 ½” x 11” pdf. No images or hyperlinks can be included in the written materials.** Please include:

- Cover Sheet: A completed copy of the attached cover sheet.
- Written Description: A written description *of up to two pages* that addresses:
 - Why you are interested and what excites you most about the project.
 - Your knowledge of Indigenous history, culture and language and knowledge of the Water Works site, and experience celebrating Native American culture through your artwork.
 - If you are an artist team, your experience working together in the past, and which artist will be the lead contact for your team.
 - Other commitments and time frames during which you would be unavailable.
 - Do not submit proposals for designs at this time.
- Resume: A current resume(s) of all the artists involved, including information on background and ability to conduct the tasks listed. *Up to two pages per artist.*
- Image List: A completed copy of the attached Image List. If you completed a project as a team member, the image identification should indicate your role for each image submitted.
- References: The names, addresses, and daytime phone numbers of three references who can speak about your ability as an artist and, a collaborator, and if relevant, as a team.

Late applications may not be considered. Please note that applications that do not follow the stated guidelines may not be considered.

L. 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?

K. Attachments

- Coversheet Form
- Image List Form

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 60 works located in all parts of 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.

Call for Artists Cover Sheet

Artist #1

Name _____
Address _____
City/State/Zip _____
Phone (day) _____
Phone (eve) _____
Email address _____

Artist #2 (If team)

Name _____
Address _____
City/State/Zip _____
Phone (day) _____
Phone (eve) _____
Email address _____

Note: If your team has additional artists, please attach a second cover sheet with their information.

Enclosed are the following submission materials:

1. **A completed Coversheet.**
2. **10 Work Samples**—Either **10 jpegs** or a combination of **jpegs and video links (no more than 2 video links allowed, each one minute in length)** of recent work that best reflects the skills of the artist(s) involved, according to the guidelines described on pages 2 and 3 of the attached RFQ.
3. **Narrative Description:** A narrative description that addresses items mentioned in section J. *Up to two standard letter-sized pages.*
4. **Experience and Capacity:** The current resume(s) of all of the artists involved. *Not to exceed two pages per artist.*
5. **Image List:** *A completed image list using the designated format.*
6. **References:** The names, email addresses, and daytime phone numbers of three professional references. (Items 1 and 3-6 should be combined into one PDF.)

Proposals must be uploaded to the artist folder that is sent to the artist after they have completed the Intent to Apply (see the Call for Artists).

I/We understand that the materials we submit are public information under the Minnesota Government Data Practices Act and may be shared by the City of Minneapolis with members of the public or the media for informational purposes or as otherwise required by the Data Practices Act. Accordingly, I/we hereby grant a non-exclusive license to the City of Minneapolis to make and distribute a limited number of copies of the submitted materials for the purposes of information and/or evaluation of the artwork related to this RFP and the related Public Art Projects, or as required by the Data Practices Act.

Signature of Artist #1 / Date

Signature of Artist #2 / Date

Call for Artists Image List

Applicant's Name _____

<p>1. FILE NAME (Your last name + 01): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>	<p>2. FILE NAME (Your last name + 02): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>
<p>3. FILE NAME (Your last name + 03): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>	<p>4. FILE NAME (Your last name + 04): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>
<p>5. FILE NAME (Your last name + 05): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>	<p>6. FILE NAME (Your last name + 06): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>
<p>7. FILE NAME (Your last name + 07): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>	<p>8. FILE NAME (Your last name + 08): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>
<p>9. FILE NAME (Your last name + 09): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>	<p>10. FILE NAME (Your last name + 10): ARTIST(S) NAME(S)**: TITLE OF WORK: LOCATION: DATE: MATERIALS: DIMENSIONS :</p>

Please do not exceed one page. * Name each jpeg file/video link with the artist(s)' last name and a number which corresponds with the Image List. **List other artist collaborators if the listed artists are not the only ones on the project.

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](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conver)" (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conver>

[t_255695.pdf](#)), 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](#) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

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

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.

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 \$100,000. 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 \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

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 contract. 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 <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov

28. Prevailing Wages

Prevailing wage rates may apply to this project. For a copy of the prevailing wage rates applicable to this project, see: <https://beta.sam.gov/content/wage-determinations>. Use the rates for State of Minnesota - Hennepin County. Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). By submitting this proposal, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or subcontractors under a contract with the Owner as designated shall be done in conformity with the wage and labor standard provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and their Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work. Specifically, it is agreed that payment of wages for labor or mechanical work to employees or agents of the Contractors or any subcontractors shall be no less than the amounts set forth in the provided wage decision.

29. 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.