

CALL FOR ARTISTS

Event: 0000003860 Issue Date: November 5, 2025

Public Art at Cedar Field Park

*Empowering Native visibility, welcoming cultural heritage
and honoring Turtle Island*

Artists and artist teams are invited to apply to design and create artworks for a Native-focused public art project in the East Phillips neighborhood.

The selected artist or artist team will collaborate with Little Earth residents, the larger Native urban community and City staff to design the artwork.

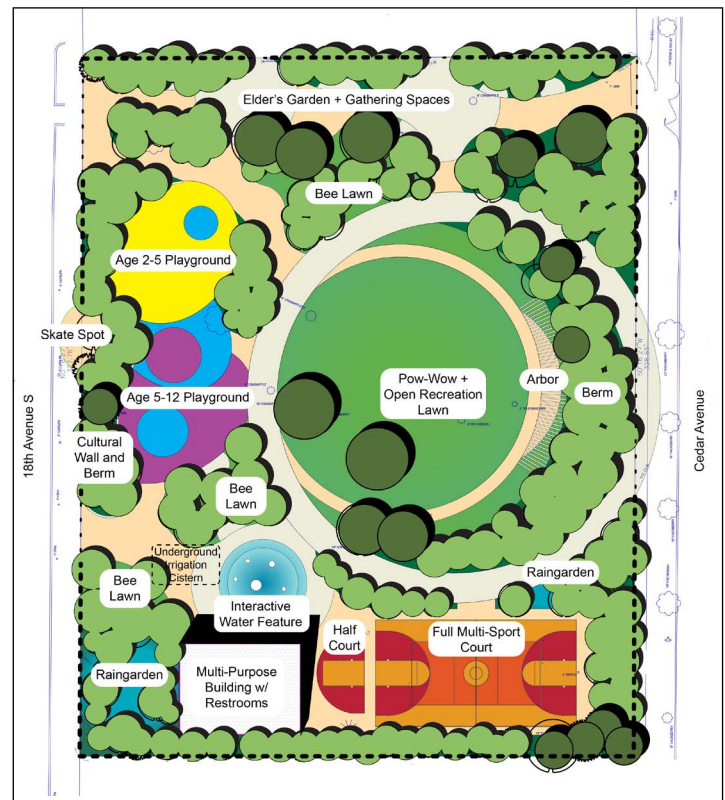
Native American/American Indian/First Nations people are invited and encouraged to apply.

For more information: Submit questions regarding this proposal to Lydia.FourHorns@minneapolismn.gov.

Questions, answers and materials from the artist informational meeting will be compiled and posted on the City's website as an attachment to this Call for Artists.

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

Application Deadline: December 8, 2025 4:00 p.m. Central Time.



Website: www.minneapolismn.gov/callforartists

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- A. Cover Sheet
- B. Image List
- C. General Terms and Conditions

Place and People

A. CEDAR FIELD PARK

Cedar Field Park is a two-acre open space which includes a playground, basketball court and ball fields located at 2500 Cedar Avenue South. The park was created in 1916¹ by land donated to the Minneapolis Park and Recreation Board (MPRB). MPRB is currently implementing a 20-30 year long-term vision to improve amenities that better serve the community of East Phillips.

Through a community engagement process in 2024, a concept plan for Cedar Field Park was developed and approved. It includes:

An elders' garden and gathering space, new playgrounds, a pow-wow recreational lawn, interactive water feature and multi-sport court. Portions of this will be implemented in 2026.

B. LITTLE EARTH

Adjacent to Cedar Field Park is Little Earth, a housing development site constructed in 1973 occupying 9.4 acres with 212 residential units. 1,200 Native people comprised of over 35 tribal nations call Little Earth Projects home². It includes the only Native American preference Section 8 designated residential units in the United States. The community engagement for the Cedar Field Park plan included extensive engagement with Little Earth residents and staff.³ This plan aligns with the goals for Little Earth to empower residents by creating a culturally strong, supportive, healthy and unified Little Earth community and their vision to provide holistic, culturally relevant programming by honoring traditional Indigenous values throughout all cycles of life.

C. NEIGHBORHOOD AND AREA

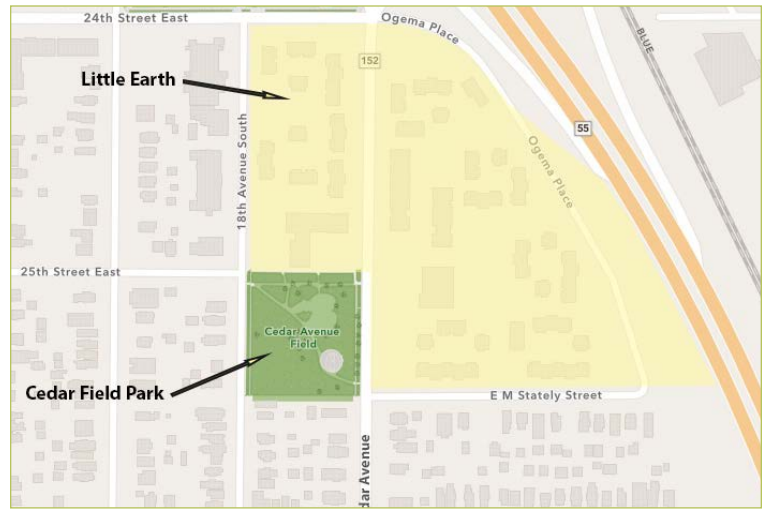
The East Phillips neighborhood is comprised of 83% people of color with the average median household income of \$61,019 that is 27.8% below poverty. 33.2% of individuals are 17 years and younger.⁴

1 Smith, David C., "Cedar Avenue Field Park", Minneapolis Park and Recreation Board, History through 2008 with updates from 2009 to present written by MPRB staff, www.minneapolis-parks.org.

2 Little Earth, "Our History", Little Earth, www.littleearth.org.

3 The Alley, "Cedar Field: History, Requests, and Changes," Alley Newspaper, post published August 4, 2017, www.alleynews.org

4 Minnesota Compass, "East Phillips neighborhood data", Population by age group, race and ethnicity, 2023 Household Income, www.mncompass.org.



The area is a significant hub for the urban Native American population of the Twin Cities and is near the designated American Indian Cultural Corridor. The neighborhood sits within the Southside Green Zone, a location recognized by Minneapolis City Council for racial, political and economic marginalization and high levels of pollution.⁵

Project

D. ARTWORK AT CEDAR FIELD

The City is seeking an artist/artist team with in-depth knowledge and understanding of Indigenous histories, cultures and languages with connections to the Native community to collaborate with the Little Earth Residents and City staff to create permanent artwork for this site. Artists will include stories, ideas and feedback from the local Indigenous urban community through engagement activities and one-on-one conversations.

This project's objectives are to:

- Uphold history, cultural heritage and highlight culturally and historically significant events, such as protests or cultural milestones.
- Emphasize the importance of access to nature and green spaces for Indigenous communities in urban settings.
- Develop the park itself as a work of art, reflecting the stories, languages, and identities of Native peoples. Focus on rehabilitation, inclusivity, and active participation of its spaces.
- Create spaces that empower Little Earth residents and neighbors, engage elders, inspire and bring hope to future generations.

5 City of Minneapolis, "Green Zones," Overview 2025, www.minneapolismn.gov.

- Ensure visibility to visitors from outside the City, further emphasize Little Earth's place of significance as a meaningful and welcoming Native space for all.
- Honor Native people's shared ties to land, water, and migration while acknowledging the impact of relocation and City Native formation as a symbolic unified space within the American Indian Cultural Corridor.

There are multiple art opportunities, including wayfinding; decorative pavement surfaces, fencing, bollards, signage, and a small scale mural to be created for this site.

E. COMPENSATION AND BUDGET

Compensation for Finalists: Three to five finalists will be selected and will each receive a \$2,500 stipend to create one concept for the artwork. These preliminary concepts will provide the selection panel with an example of how the artist/artist team might approach the project. These are not meant to be final designs. The actual designs will be developed in collaboration through extensive engagement with panelists from the larger urban Indigenous communities. Once selected, finalists will receive more detailed information about how to submit their concepts.

Following submission of the draft concepts and interviews with the panel, the final artist/artist team will be selected according to the criteria described in Section J, page 7.

Compensation and Budget for the Selected Artist or Team: The total budget for the public art project is \$225,000 which includes \$25,000 for the community engagement and design phase and \$200,000 for the fabrication and installation phase. This budget will cover all of the artist/artist team's fees and expenses (including travel). A large portion of the budget will go to fabrication and installation costs.

Contracts with the selected artist/artist team will define stages of completion and a payment schedule. The first contract for \$25,000 will cover only the community engagement and design phase. (See Attached Public Art Design Contract.) Fabrication and installation will be covered in a second contract. (See attached General Terms and Conditions.)

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 F below.

F. ARTIST'S RESPONSIBILITIES

Artists/artist teams will complete all tasks listed in Exhibit B: Artist Deliverables, Payment Milestones and Approvals Design Contract. Artists/artist teams will meet and collaborate with community, steering committee, project staff and project partners, including the Minneapolis Park and Recreation Board (MPRB).

Staff Support: Throughout this process staff will provide support and technical 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 staff 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 following tasks:

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.
- Develop and refine concept designs with input from community, the steering committee and staff.
- Develop designs that meet all applicable codes, such as safety and Americans with Disabilities Act requirements.
- Develop designs that meet all functional requirements. (For example, if an artwork is also a railing, it needs to meet all railing 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 and MPRB to obtain approvals from all appropriate entities, including the Public Art Advisory Panel and the Minneapolis Arts Commission

Communications and Administration

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

Maintenance and Fabrication

- 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 attached General Conditions.
- Obtain necessary permits. (City staff can help identify these.)
- 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.
- If the artwork is integrated into the site in a way that it cannot be removed without destroying a portion of the site infrastructure, waive their rights according to appropriate sections of the Visual Artists Rights Act of 1990.

Documentation

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

Applying

G. APPLICATION TIMELINE

November 5: Call for artists opens and is posted on the City's website and distributed to Tribal Nations and Native-led organizations to share with artists.

November 13: Artist Informational meeting, 4:00 p.m., Minneapolis American Indian Center, 1530 Franklin Ave, Minneapolis online and in person. For a link to the on-line meeting, contact Lydia. FourHorns@minneapolismn.gov.

November 17: Informational Meeting Video from November 13 posted on the City's website.

November 24: Last day for emailing questions about the call and applying.

December 1: Answers to questions posted on the City's website.

December 8, 4:00 p.m., APPLICATION DEADLINE.

Week of January 5: Finalists notified and provided details on their presentation materials. This includes submitting drawings of a conceptual idea for the project.

January 15: Finalist Informational Meeting.

Week of February 9: Finalist presentations deadline and interviews.

Week of February 16: Selected artist/artist team notified.

March: Contracting.

Fall 2026 or Spring/Summer 2027: Project completion.

H. WHO IS ELIGIBLE TO APPLY?

To be eligible, artists must satisfy each of the following eligibility criteria:

- The project is open to artists residing in the United States and Canada.
- 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).
- Individual artists or teams, traditional and contemporary artists, and experienced and emerging artists may apply. Artist teams are strongly encouraged.
- Artists do not need experience completing a public art project, but should have the capacity to meet the project requirements with assistance from staff.
- Artists must have in-depth knowledge and understanding of Native culture and language. They must have in-depth knowledge of Native relationships to the land, water and history of the American Indian Corridor of South Minneapolis.
- Artists must have in-depth experience collaborating within the Native community.
- Artists applying must be readily available during the timeline. (See Section H, page 6).
- Artists currently under contract with the City or MPRB for art projects may not be eligible, depending on the timeline and schedule for those projects. Contact Lydia.FourHorns@minneapolismn.gov for more information.
- Current City staff, MPRB 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 in 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 as the main contact for the project. This artist will serve as the liaison and communicate between the artist team and City staff. Not all team members need to meet the eligibility requirements, however, it is strongly recommended most team members do. It is also 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.

Will the City consider an artist's tribal enrollment or compliance with the Indian Arts and Crafts Act as part of the application process?

- Equal protection laws apply to all City contracting, which means the City cannot restrict contracting opportunities to members of a certain race or nationality or prioritize applicants from certain races or nationalities.
- To ensure that the selected artist is capable of designing and creating artworks for the site the City has included requirements that the artist must have in-depth knowledge and understanding of Native culture and language, in-depth knowledge of Native relationships to this place, to its land and water, and history, and in-depth experience collaborating within the Native American community. The City's evaluation criteria will focus on ensuring that the selected applicant has a deep and authentic relationship with the Native community.
- The City is aware of the Indian Arts and Crafts Act of 1990, which governs the marketing of art and craft work as Indian produced, an Indian product, or the product of a particular Indian, Indian tribe, or Indian arts and crafts organization resident. As part of the City's application review, the evaluation criteria includes whether an applicant is in compliance with this law (and other laws), and the City will not contract with applicants who are in violation of the law.
- *How this works in practice:* This selection process has two phases. In phase one, finalists are selected. In phase two, the finalists submit draft designs for an artwork. The selection panel reviews these draft designs and selects the final artist/artist team for the project. Finalists who indicate their design is an Indian Product will be required to document they comply with the requirements of the Indian Arts and Crafts Act.

I. HOW TO APPLY

- A. Attend the optional artist informational meetings. To receive information about the meetings or a link to the online meeting on November 13, contact Lydia.FourHorns@minneapolis.gov. A video of the November 13 meeting will be posted on November 17 on the City's website.
- B. Fill out an [Intent to Apply Form](#) online by December 5, 4:00 p.m., 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.
- C. All questions regarding this application should be submitted in email to: Lydia.FourHorns@minneapolis.gov by November 24, 4:00 p.m.
- D. Review the final posted questions and answers posted on the City's website as an attachment to this Call for Artists by December 1, 2025. If you want to be on the weekly email list to receive questions asked and answers to date, email Lydia.FourHorns@minneapolis.gov.
- E. Upload a completed application by **December 8, 4:00 p.m.**, 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. Handwritten or audio applications may be submitted upon request.

II. WHAT TO SUBMIT

Artwork Samples:

- A. 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:

- B. Cover Sheet: A completed copy of the Attachment A, Artist Cover Sheet (1-page).
- C. Narrative Description: A brief narrative describing the following points (2-page maximum).
 - Why are you interested in this project?
 - Describe your connections to and relationships with, and experience collaborating within the Native American community.
 - Describe your knowledge of Native American language and culture.
 - Describe your knowledge and understanding the history of the area around Little Earth and the American Indian Cultural Corridor.
 - For artist teams, describe your experience working together in the past, including listing the specific projects you have worked on.
- D. 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)
- E. Image List: A completed copy of the attached Image List (1-page).
- F. If you completed a project as a team member, the image identification should indicate your role in image submitted.
- G. References: The names, addresses, emails, and daytime phone numbers of three professional references from past or similar projects (1-page).

K. HOW WILL APPLICATIONS BE REVIEWED?

Selection Panel:

An independent selection panel will include people with the following:

- Strong knowledge of Native stories, language and culture.
- Strong knowledge of traditional and contemporary Native art and culture.

- Strong knowledge of stories, history, water, landscape and plantings of the area.
- Strong connections to Native communities and people, particularly the communities with a connection to the American Indian Cultural Corridor.

Selection Criteria:

The selection panel will review and evaluate applications based on the following goals outlined in the [City's adopted Artist Selection Policies for Native American-Focused projects](#). (Note that the bullets in this section are examples of ways that artists may meet the criteria— they are not requirements).

Center Native Values, Stories and Voices

- Does the artist/artist team have demonstrated knowledge of Native traditions, history and present culture?
- Has the artist/artist team done previous projects that engage people in a manner that is consistent with Native values and traditions?
- Does the artist's/artists' artwork show an understanding of Native values, imagery?

Recognize the Lasting Resiliency and Influence of Native People

- Does the artist/artist team have an authentic connection with the Native community?
- Does the artist/artist team's previous work honor Native people and traditions as part of contemporary culture?

Build Collective Relationships to Land and Water

- Does the artist/artist team have familiarity with the history, identity, landscape, water and culture?
- Does the artist/artist team have a deep and authentic connection to the Little Earth Community?

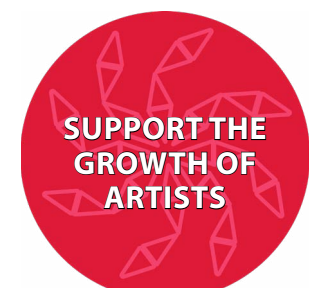
Cultivate Collaboration, Inclusivity and Shared Success

- Does the artist/artist team have the capacity to design meaningful and engaging artwork for the community?
- Does the artist/artist team have the capacity to engage the Native community in expressing, celebrating, exploring or sharing their culture(s)?
- Has the artist/artist team done previous collaborative work with the Native community and with other Native artists?
- Has the artist's/artist team's previous work brought people together to learn and understand Native stories, history and culture?

Support the Growth of Artists

- Does the artist/artist team demonstrate a commitment to a regular creative practice?
- Does the artist/artist team have professional standing in their field (i.e. has exhibited their work in a gallery or museum)?
- Does the artist/artist team have a willingness and interest in being mentored in public art?

The panel will also review and evaluate applications based on the [overall adopted selection criteria for public art projects](#).



CITY OF MINNEAPOLIS PUBLIC ART DEPARTMENT OF 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 the City's 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.

Attachment A – Artists Cover Sheet



Call for Artists Cover Sheet

(Do not include fabricators or project managers)

Artist #1

Name (Lead Artist) Click or tap here to enter text.

Phone (day) Click or tap here to enter text.

Phone (eve) Click or tap here to enter text.

Email address Click or tap here to enter text.

Artist #2 (If team)

Name Click or tap here to enter text.

Phone (day) Click or tap here to enter text.

Phone (eve) Click or tap here to enter text.

Email address Click or tap here to enter text.

Enclosed are the following submission materials:

- ☐ **A completed Coversheet.**
- ☐ **10 JPEGs** 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.
- ☐ **Narrative Description:** A narrative description that addresses items mentioned in section J. *Up to two standard letter-sized pages.*
- ☐ **Experience and Capacity:** The current resume (s) of all of the artists involved. *Not to exceed two pages per artist.*
- ☐ **Image List:** *A completed image list using the designated format.*
- ☐ **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

_____ Click or tap to enter a date.

Signature of Artist #2

_____ Click or tap to enter a date.

Call for Artists Image List

Applicant's Name(s) _____

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

Name each jpeg file with the artist(s)' last name and a number corresponding with the submitted image. **List other artist collaborators if you are not the only artist on the project.

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

(Revised: April 10, 2025)

The General Conditions are terms and conditions that the City expects its Contractors to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in any Proposal to which these terms are attached. Some negotiation is possible to accommodate the Contractor'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 or continuing 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. In such a situation, the City will issue a written notice to "stop work" and demand the Contractor mitigate any contract-related expenses.

2. Equal Opportunity Statement

The Contractor 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 Contractor. Among the federal, state and city statutes and ordinances to which the Contractor 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 Contractor 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 Contractor 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 Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The City does not represent that the insurance requirements are sufficient to protect the Contractor'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 Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Contractor 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.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its subcontractors and 2) the negligence or failure to render a professional service by the Contractor or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Cyber Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Contractor commences work, whichever is earlier.

4. Indemnity and Hold Harmless

The Contractor 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 Contractor's insurance coverage, arising directly from any negligent act or omission of the Contractor, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Contractor, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Contractor to perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance, and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

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

5. Subcontracting

The Contractor shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Contractor 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 Contractor shall pay all subcontractors for subcontractor’s undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

6. Assignment or Transfer of Interest

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.110 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 Contractor

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 Contractor shall at all times remain an independent Contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the Contractor 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 Contractor.

11. Accounting Standards

The Contractor 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 Contractor 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 Contractor's services include the storage of City data using a cloud based solution, then the Contractor agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Contractor shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 18 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Contractor agrees to provide a .pdf copy to the City's Contract Manager, upon the Contractor's receipt of the audit results.

14. Data Practices

The Contractor 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 Contractor and any of the Contractor'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 Contractor 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 Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor'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 Contractor 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 Contractor 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 Contractor and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

17. Displaced Contract Service Workers

If Contractor’s contract requires the services of fifteen or more employees, includes a subcontractor, and involves the provision of janitorial or security service work, Contractor must comply with the Minneapolis Code of Ordinances, Chapter 39, “[The Protection of Displaced Contract Service Workers Ordinance](#)” (the “Ordinance”). Section 39.30 and Section 39.40 of the Ordinance generally require the successor Contractor to retain employees of the previous Contractor for a 90-calendar day transition period. If the performance of one or more of the retained employees is determined by the successor Contractor to be satisfactory, the successor Contractor shall offer each transition employee continued employment under the terms and conditions of the successor Contractor.

18. Prevailing Wage Ordinance

If this Contract involves the construction, alteration and/or repair, including painting, decorating, sodding and landscaping of public buildings, or similar public works of the City which requires or involves the employment of mechanics and/or laborers, compliance with the City of Minneapolis [Prevailing Wage Ordinance](#), sections 24.200 through 24.265 of the Minneapolis Code of Ordinances, is required as a material term of this Contract and all such provisions are expressly incorporated by reference herein.

19. 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 Contractor.

20. 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 Contractor’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.

21. Travel

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

22. Conflict of Interest/Code of Ethics

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

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor 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.

23. 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 Contractor 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 Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor 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 Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor 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 Contractor 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 Contractor. The City may, in such event, withhold payments due to the Contractor 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 Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

24. 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 Contractor.

25. Intellectual Property

The City shall possess and own the Public Artwork to be provided by the Contractor. The City disclaims, and the Contractor 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 Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor 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 Contractor 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 Contractor 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.

26. Publicity, Endorsement and Reproduction

In any publicity regarding the Public Artwork, the Contractor shall include acknowledgement in substantially the following form: "Commissioned by the City of Minneapolis." The Contractor shall not claim that the City endorses its products or services. All reproductions by the City shall contain a credit line that includes the title of the Public Artwork, the Contractor's name, copyright notice, year of completion, and a statement that the artwork was "Commissioned by the City of Minneapolis."

27. Equal Benefits Ordinance

[Minneapolis Code of Ordinances, Section 18.180](#), relating to equal benefits for domestic partners, applies to each Contractor 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. It is the Contractor's and subcontractor's responsibility to review and

understand the requirements and applicability of this ordinance.

28. 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 Contractor 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 Contractor (or any subcontractor or sub-consultant of the Contractor) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Contractor and any of Contractor’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 Contractor shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Contractor 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.

29. 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.

30. 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 Contractor.
- 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 Contractor 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 Contractor.
7. **Electronic Signatures and Counterparts** – This Contract may be executed in counterparts, each of which has the effect of an original. An electronic signature will be deemed an original signature.
8. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.