

Call for artists

I-94/22nd Avenue South bicycle and pedestrian bridge

Issue Date: March 9, 2026

The City of Minneapolis invites experienced artists with the capacity to work in a range of materials and a range of scales to apply to design and create public artwork on the I-94/22nd Avenue South bicycle and pedestrian bridge connecting the Seward and West Bank neighborhood at Augsburg University.



Application deadline: Applications must be submitted by Monday, April 6, 5 p.m., CT.

[View all other key deadlines in the application timeline.](#)

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

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A. I-94/22nd Avenue South bicycle and pedestrian bridge

The I-94/22nd Avenue South bicycle and pedestrian bridge in Minneapolis was constructed in 1962 to connect the Seward neighborhood south of I-94 with Augsburg University and the Cedar-Riverside neighborhood north of I-94. In 2019, a truck hit the bridge, damaging it beyond repair. The Minnesota Department of Transportation (MnDOT) replaced it with a temporary bridge. Construction of the new bridge is scheduled for 2027.

MnDOT and the City of Minneapolis are now in the process of planning and designing the permanent bridge. This bridge is a vital pedestrian and bicyclist link in a dense urban area. The bridge is identified in local plans and MnDOT's District Bicycle Plan as a key connection. Based on usage from nearby pedestrian facilities, the bridge serves between 700-800 daily users who navigate between the Augsburg Campus, West Bank of the University of Minnesota, and the commercial areas on E. Franklin Avenue among other locations.

For more information visit the links below:

- [MnDOT 22nd Avenue South bicycle and pedestrian bridge project page](#)
- [Seward ReDesign Reconnecting Neighborhoods](#): A community-initiated process to plan improvements to the crossings of I-94 between Seward and the West Bank.

B. Neighborhoods and Area

The I-94/22nd Avenue South bicycle and pedestrian bridge connects the Cedar-Riverside and Augsburg University north of I-94 with the Seward neighborhood on the south.



Photo courtesy of the
Minnesota Historical Society

Cedar-Riverside (West Bank) Neighborhood

In the late 19th century, Cedar-Riverside had a sizable Scandinavian immigrant community, most of whose members labored in the Mississippi River's lumber and milling industries. It later evolved into a hub for intellectuals, hippies, radical activists, actors, musicians and artists during the 1960s and 70s. In keeping with its tradition of ethnic and cultural diversity, the neighborhood is today home to the largest immigrant community in the Twin Cities. Somalis are now the predominant immigrant group in the area, resulting in the neighborhood being nicknamed "Little Mogadishu." (Cedar-Riverside, Minneapolis. 2026, February 26). In Wikipedia [https://en.wikipedia.org/wiki/Cedar-Riverside, Minneapolis](https://en.wikipedia.org/wiki/Cedar-Riverside,_Minneapolis)

See the [West Bank Business Association](#) or [Discover West Bank: Cedar Riverside | Meet Minneapolis | Meet Minneapolis](#) for more information about the Cedar-Riverside Neighborhood.

Seward Neighborhood

One of the oldest neighborhoods in Minneapolis, the Seward neighborhood grew from Franklin Avenue, which once marked the southern border of the City of Minneapolis. To this day, East Franklin remains an artery of the neighborhood, home to local businesses, corner shops, community clinics, and nonprofits.

See [Seward Neighborhood Group](#) and American Planning Association's [History of Seward](#) for more information about the Seward Neighborhood.

Augsburg University

Founded in 1869, Augsburg University is a Lutheran, private university in the Cedar-Riverside neighborhood. Today, the university enrolls approximately 2,400 undergraduate and 700 graduate students.

See [Augsburg University](#) for more information.

C. I-94/22nd Avenue South bicycle and pedestrian bridge public art project

The City is seeking an experienced artist/artist team to collaborate with the project steering committee, project design team, and community to create a public artwork for this location.

Possible art opportunities include but are not limited to:

- Railing design (entire railing, or custom panels)
- Form liner or stamped patterns in parapet, pilasters, walls or other poured concrete surfaces
- Potential etched or sandblasting, patterns in vertical concrete surfaces
- Artwork inset into recessed areas in concrete surfaces such as tiles, panels, bronze medallions etc.
- Sculptures adjacent to bridge on the approach

For examples of previous City of Minneapolis bridge projects go to the [Minneapolis Public Art Map](#) and click on the North Minneapolis Area (Van White Bridge) and South Minneapolis Area (Neighborhood Embrace). The Chatsworth Pedestrian Bridge over I-94 in Saint Paul (see below) is an example of a bridge that is a similar design to the 22nd Ave Bicycle and Pedestrian Bridge.



The project will primarily affect residents and commuters in the Seward and Cedar-Riverside neighborhoods of Minneapolis. This an opportunity for the selected artists to highlight the area's history and residents and connect to its future through a public artwork.

The new artwork will be informed by comprehensive research and engagement, both by the City and the artist, and support the goal of the overarching development to connect and serve the people who live there.

Artists experienced in public artworks in a diversity of materials, site analysis and design are encouraged to apply. Connections with and/or capacity to work in and with these communities is necessary for the successful implementation of this project.

Note: It is unlikely that this project will result in the commissioning of a painted mural or planted materials. Funding for this public art project requires that the project have a minimum life span of 25 years. The construction of this bridge will be coordinated and overseen by the Minnesota Department of Transportation (MnDOT), therefore the public art will be thoroughly reviewed and regulated by Federal, County and City laws.

Goals of the public art project include:

- Connect to and expand upon the goals and themes previously identified by the various stakeholders of the project.
- Create a public artwork that fosters belonging and celebrates the importance of this site in the neighborhood, community, and city.
- Commemorate and celebrate the rich and culturally diverse communities in the area and their histories as gathered through input from community members.
- Support the idea of connection:
 - Connecting past, present and future
 - Connecting the north and south sides of 22nd Avenue Bridge
 - Connecting people, places, and ideas

D. Eligibility

- The project is open to artists/teams in the thirteen-county twin cities metro area (Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington, and Wright).
- Artists applying must be readily available during [the timeline](#).
- Artists currently under contract with the City art projects may not be eligible, depending on the timeline and schedule for those projects. Contact [Witt Siasoco](#) for more information.
- Current City 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 to be the main contact for the project. This artist will be responsible for serving as the liaison and communicating between the artist team and City staff. It is strongly recommended most members have previous experience working together as a team on at least one project. Additional team members may also be considered after beginning work on the project.

E. Artist compensation & contracting

The total budget for the public art project is a maximum of \$250,000, which includes \$30,000 for the community engagement and design phase and \$220,000 for the fabrication and installation phase. This budget will cover all the artist/artist team's fees, subcontractor fees, and all expenses.

The Selected artist/artist team will be required to enter into two contracts with the City. Contracts will define stages of completion and a payment schedule. The first contract for \$30,000 will cover only the community engagement and design phase. Fabrication and installation will be covered in a second contract. The terms of each contract will be finalized by the City and the selected artist/artist team following selection. Sample contract terms are included as Attachment C to this Call for Artists.

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 [Artist responsibilities](#).

F. Artist responsibilities

Artists/artist teams will meet and collaborate with community, the design team, steering committee, project staff and project partners.

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

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

Engagement and design

Work closely (and in-person when needed) with project staff members and project partners.

- Develop and implement a community engagement plan for this project in collaboration with staff.
- 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 handicapped accessibility requirements.
- Develop designs that meet all functional requirements.
- Develop final drawings, presentation materials, cost estimates, a budget, a timeline, and other visual and written deliverables.

Provide designs and written materials for the City to obtain approvals from all appropriate entities, including the Public Art Advisory Panel, the Minneapolis Arts Commission and the Minnesota Department of Transportation, and the Federal Highway Administration.

Communications and administration

- Provide ongoing regular updates to City staff and project managers through regular meetings and email communications.
- Sharing all documents through SharePoint.
- Coordinate as needed with other consultants for the project.
- Submit invoices for payment according to City procedure.
- Communicate 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.
- Obtain necessary permits. (City staff can help identify these.)
- Provide the equipment needed to install large scale works.
- Engage with and educate the community during installation.
- Comply with safety standards set by site construction managers and architects.
- Restore the site to its previous condition after installation, such as replacing nearby plantings.

Copyright and ownership

- Provide the City with copyright privileges to make two-dimensional reproductions for nonprofit use, such as brochures, publicity and web-site publications.
- Provide the City with the right to use any documentation of the project submitted including site plans, images of engagement, fabrication, installation, etc.

- Waive rights according to appropriate sections of the [Visual Artists Rights Act of 1990](#).

Provide the City with the rights that are required by the permit from the Minnesota Department of Transportation. (Note that these rights are different than those typically required in the City’s public art project (see attached General Requirements.)

Documentation

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

G. Application timeline

Milestone and/or deadlines	Dates
Call for artist release	Monday, March 9
Artist informational meeting (optional). Contact Witt Siasoco to receive a link to this virtual meeting	Thursday, March 19, 3 p.m. CT
Posting of video and materials from informational meeting on the Call for artists website .	Friday, March 20
Questions to Witt Siasoco due by	Friday, March 20, 4 p.m. CT
Answers posted on the call for artists website	Wednesday, March 25
Intent to apply form due by	Wednesday, April 1, 4 p.m. CT
Applications due by	Monday, April 6, 5 p.m., CT
Finalists notified and directed to submit interview and presentation materials through the City’s eSupplier portal	Monday, April 20
Finalists’ follow-up materials due	Monday, April 27, 4 p.m. CT
Finalists' presentations and interviews	Wednesday, April 29
Artist notification and contracting	Month of May
Artist team conducts Community Engagement and determinations art locations, materials and other information	June-August 2026
Streetscape and bridge concept layout design deadline	September 2026
60% Deliverable and Streetscape/Bridge concept 100% plans (Note: art locations and description will be due at this time. Some final art designs may also be required.)	November 2026
Bridge construction begins	Summer 2027

H. How to apply

- **Attend the informational meeting.** An optional informational meeting will be held virtually on Thursday, March 19 at 3 p.m. CT. Email [Witt Siasoco](mailto:Witt.Siasoco) for a link to the meeting. A video of this meeting will be posted on Friday, March 20. on the City's website.
- **Fill out an intent to apply form** online by **Wednesday, April 1 by 4 p.m. CT.** We recommended you complete the Intent to Apply Form as soon as possible. After you do, you will receive a link to the folder to upload your application. You will also receive communication during the application process, including reminders about the informational meeting, notices about when and where the answers to questions are available, and a reminder about upcoming deadlines.

[Fill out the intent to apply form.](#)

- Submit all questions about this application in email to [Witt Siasoco](mailto:Witt.Siasoco) by Friday, March 20 by 4 p.m. CT.
- **Review the final posted questions and answers** which will be posted on the City's website as an attachment to this Call for Artists on Wednesday, March 25. The City reserves the right to modify this Call for Artists at any time. An addendum will be posted on the City's website if the Call for Artists is modified.
- **Upload a completed** application by **Monday, April 6, 5 p.m., CT.** After you have completed the [Intent to Apply form](#), you will receive an email with a link to a folder to upload your application. Do not email materials to staff. Do not send links to applications through Drop Box or other file transfer programs. Handwritten or audio applications may be submitted upon request. Application must be submitted by the application deadline. Late or incomplete applications may be rejected.

I. What to submit

Artwork samples:

Submit ten images as jpegs, demonstrating your artistic style and similar projects you have completed in the past. If submitting as a team, submit ten images total, and provide images by both artists.

- 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.

Written materials:

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

1. **Cover sheet:** A completed and signed copy of the [Coversheet](#) included as Attachment A to this call for artists.
2. **Narrative description:** A brief narrative describing the following points (2-page maximum).
 - Why you are interested and what excites you most about the project.
 - Your connection to the site and/or why you are the right artist to work on this project.
 - Using a specific example, tell us how you have incorporated community history and input into a public artwork that you have created.
 - 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.
3. **Resume:** Current artistic resume(s) of all the artists involved, including relevant information (up to two pages per artist).
4. **Image list:** A completed copy of the Image List included as Attachment B to this call for artists. If you completed a project as a team member, the image identification should indicate your role in image submitted.
5. **References:** The names, addresses, emails, and daytime phone numbers of three professional references from past or similar projects (1-page). If you are applying as a team, include references that can speak to all team members.

J. How applications will be reviewed and selected

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.

[Learn more about the City's Public Art Policies.](#)

The City reserves the right to reject any or all applications or parts of applications and to negotiate modifications to an entire application or specific components of the scope of work within an application to select an application of lesser or greater magnitude than described in this Call for Artists or the submitted application.

The selection panel will consider the following criteria when reviewing applications:

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 and 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 applicants 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. No applicant recourse

The City shall not be responsible for any costs incurred by any applicant in connection with this Call for Artists. Applicants shall bear all costs associated with application preparation and submission, and any other activity associated with this Call for Artists. This Call for Artists does not commit the City to award a contract. Submission of an application shall neither obligate nor entitle any applicant to enter into a contract with the City.

L. City of Minneapolis Public Art, Arts & Cultural Affairs

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

New commissions through the Art in Public Places program.

The conservation and maintenance of the City's collection of over 100 works located across Minneapolis.

Support to other departments and agencies developing public facilities, infrastructure, and public art projects.

Permits to neighborhoods and community groups for art projects in the public realm.

[Learn more about our public art program.](#)

Attachment A: Coversheet

Applicant #1

Name (Lead Applicant) _____
 Phone #1 _____
 Phone #2 _____
 Email address _____

Applicant #2 (If team)

Name _____
 Phone #1 _____
 Phone #2 _____
 Email address _____

Enclosed are the following submission materials:

- This completed Coversheet.
- [Artwork Samples: Ten Images as JPEGs](#)
- [Narrative Description](#)
- [Resume\(s\)](#)
- [Image List](#)
- [References](#)

All items, except the images, should be combined into one PDF.

Materials must be uploaded to the folder sent after the applicant has completed [the Intent to Apply](#)

Consent for release of Response Data

Under the Minnesota Government Data Practices Act, Minnesota Statutes Ch. 13, public disclosure of Call for Artists response data prior to execution of an agreement is restricted. In order to meet the City’s evaluation goals, the City requires each applicant to waive this restriction with respect to their application.

The undersigned hereby consents to the release of its submitted application materials in response to the above referenced Call for Artists and waives any claims it may have under Minnesota Statutes Section 13.08 against the City of Minneapolis for making such information public.

The foregoing consent and waiver do not extend to financial statements or other data submitted under separate confidential cover with a legal opinion identifying a particular statutory basis, other than Minnesota Statutes, Section 13.591, subd. 3, for classification of the data as private or nonpublic data. The City shall independently evaluate and treat all data submitted under separate cover consistent with the Minnesota Government Data Practices Act.

Signature of Applicant #1

Date

Signature of Applicant #2

Date

Attachment B: Image List

Applicant's Name(s) _____

<p>1. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>	<p>2. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>
<p>3. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>	<p>4. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>
<p>5. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>	<p>6. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>
<p>7. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>	<p>8. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>
<p>9. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>	<p>10. File Name* (Your last name + 01) Artists Names** _____ Title of Work _____ Location _____ Year _____ Dimensions _____ Materials _____</p>

* Name each jpeg file 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.

Attachment C: Sample public art contract terms

SECTION I. TIME OF PERFORMANCE AND FUNDING

A. **Term** – The term of this Agreement (“Term”) shall commence on _____, 202__ and shall continue until _____, 202__ (“End Date”), unless this Agreement is terminated earlier as provided for herein.

B. **Public Art Funds** – The maximum funding available to the Artist under this contract is Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (“Public Art Funds”). City shall make lump-sum disbursements of Public Art Funds to Artist for completion of all artist deliverables (“Deliverables”) for each project phase and payment milestone (“Project Phase”) as described on the attached Exhibit A. Artist will not be compensated for costs incurred or on an expense reimbursement basis.

C. **Performance Monitoring and Review** –

1. The City Project Manager (as identified below) will monitor the performance of Artist. Upon request, Artist will submit to the City Project Manager written reports describing the work performed on the Deliverables and assessing the progress made toward completing each Project Phase. Substandard performance as determined by the City Project Manager or City Contract Manager (as identified below) will constitute a default under this Agreement.
2. After all Deliverables in a Project Phase have been completed, Artist shall submit a written request to the City Project Manager for approval of those Deliverables. The City Project Manager shall review each set of Deliverables in a Project Phase when submitted by Artist and shall inform Artist in writing of any unsatisfactory, incomplete, inaccurate, or defective work.

D. **Payment** – Requests for payment may be submitted by Artist after all Deliverables in a Project Phase have been approved by the City Project Manager and the City has received copies of fully executed Sub-Artist Agreements (as defined below) for each Sub-Artist. Requests for payment shall be submitted in writing to the City Project Manager. The City shall not be required to, nor shall it, reimburse Artist for any unsatisfactory, incomplete, inaccurate, or defective work as determined by the City Project Manager or City Contract Manager, or for any request for payment submitted more than 120 days after the End Date. The City may deny a request for payment if Artist is in default of this Agreement.

SECTION II. PROJECT-SPECIFIC REQUIREMENTS

A. **Project** – Artist shall complete the Project in accordance with the RFQ attached hereto as Exhibit B and the Artist’s 60% design documentation attached hereto as Exhibit D. Artist shall complete all Deliverables in each Project Phase by the corresponding deadline for deliverables described on the attached Exhibit A. Artist shall be responsible for, and shall bear all costs of, creation of the Artwork and installation of the Project.

B. **Artist Responsibilities** – At all times while this Agreement is in force:

1. Artist shall collaborate with City representatives assigned to the Project, including the City Project Manager, City Contract Manager, Capital Design Team, and Project Steering Committee.
2. Artist shall provide regular updates to the City Project Manager, including regular and consistent email communications.

3. The City Project Manager shall be copied on all communication between Artist and the City Contract Manager, Capital Design Team, Project Steering Committee, or other City representatives assigned to the Project.
4. The primary means of communication for the Project shall be email. This allows the City to document all decisions related to this project and incorporate them into the Project archive.
5. Texting shall only be used when necessary, or when decisions need to be made in the field. Decisions made via text message shall always be followed up with an email summarizing the decision and rationale for the decision.
6. Phone communication is appropriate for discussing complex issues but must always be followed up with an email summarizing all decisions and rationale for these decisions.
7. Artist shall comply with the City's communications policies and procedures, and the City's social media policy. The City is solely responsible for all communications with the media about the Project. Artist shall notify the City Project Manager if they are contacted by the media and shall not provide any information or resources about the Project to the media without the City Project Manager's prior authorization. Artist will coordinate the release of information about the Project with the City Project Manager. This includes information about selection for commissions, release of designs to the public, and release of images of works in progress. Artist shall ensure compliance with these requirements by Artist's subcontractors, if any.
8. Artist shall obtain approval of the Artwork design from the Minneapolis Arts Commission prior to beginning installation of the Artwork.
9. The Artwork shall be installed in accordance with the Application. Artist will not perform or allow its subcontractors including the Sub-Artists, if any, to perform any installation, maintenance, or removal of the Artwork without first obtaining the Permit. Artist may occupy the Project Site for purposes of installing, maintaining, and removing the Artwork in accordance with this Agreement pursuant to the limited occupancy license granted to the City in the State Agreement. Artist's work must not impair or interfere with the safety or convenience of the traveling public using any portion of right of way owned, leased, or otherwise held by the State, other than the Project Site. If the State determines, in its sole discretion, that the installation, placement, maintenance, or removal of Artwork is not being performed in a proper or timely manner, or that environmental or other laws, Permit terms, or State Agreement terms are not being complied with, or that necessary safety measures are not being properly implemented, then the State may notify and require Artist, its subcontractors, consultants, and assigns, to suspend their operations until Artist, its subcontractors, consultants, and assigns, take all necessary actions to rectify the situation to the satisfaction of the State. All Artist personnel, contractors, consultants, and assigns working within the Project Site must follow worker safety provisions contained in the Permit.

C. **Personnel** – Artist represents that it employs or will employ all personnel required to perform the work under this Agreement. All the work required hereunder shall be performed by Artist or employees under its supervision, and all employees engaged in performing the same shall be fully qualified and authorized or permitted under federal, state and local law to perform such work. Services by Artist will be performed by the following person(s):

Artist may request written approval from the City Contract Manager to substitute other employees to perform the services. Artist shall furnish information to the City Contract Manager to allow proper review of the qualifications of the substituted employees.

D. **Subcontracting** – Artist shall not subcontract any services under this Agreement unless authorized in writing by the City Contract Manager. The Artist and each subcontractor authorized in writing by the City Contract Manager (each, a “Sub-Artist”, collectively, the “Sub-Artists”) shall execute the agreement attached hereto as Exhibit C (“Sub-Artist Agreement”) and provide a copy of said agreement to the City before the Sub-Artist begins work on the Project. As required by Minnesota Statutes, Section 471.425, Artist shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after Artist has received payment from the City.

E. **Publicity and Public Events** – The City will give Artist ample notice of public ceremonies and similar events concerning the Project so that Artist can publicize and participate in such events. Artist agrees to assist and cooperate in such publicity and participation. Artist acknowledges that the City has the right to issue press releases concerning the Project. In any publicity regarding the Artwork by Artist, Artist shall include an acknowledgement in substantially the following form: “Commissioned by the City of Minneapolis.” Artist shall not otherwise claim that the City endorses its products or services.

F. **Ownership, Use and Licensing of Artwork, Intellectual Property, and Related Materials** –

1. Artist represents and warrants that the Artwork will be an original work of art created solely by the Artist and the Sub-Artists, if any, which will not infringe upon the proprietary or intellectual property rights of any other persons or entities. [The Artist warrants that no third-party artwork or images were used in the creation and development of the Artwork and that the Artist and the Sub-Artists, if any, were the sole original owners of all studies, drawings, markups and other prototypes used in creation of the Artwork.
2. The City shall possess and own the Artwork. All right, title, and interest of Artist and the Sub-Artists, if any, in and to the Artwork will vest with City immediately upon creation, and Artist warrants that no right, title, or interest in the Artwork will remain with or be held by Artist, the Sub-Artists, or any other third party. Artist warrants that the exercise of ownership interests in and display of the Artwork as described herein does not and will not infringe on the proprietary or intellectual property rights of any other person or entity.
3. The Artist hereby knowingly, voluntarily, and permanently waives any and all right of integrity it may have related to the Artwork conferred by Subsection (a)(3) of the Visual Artists Rights Act of 1990, 17 U.S.C. §106A. Specifically, the Artist waives the right to prevent any distortion, mutilation, modification, or destruction of the Artwork, regardless of the reason for or effect of the distortion, mutilation, modification or destruction.
4. The Artist hereby covenants that all right, title, and interest of Artist and the Sub-Artists, if any, in and to all copyright interests, as defined and enforced under the U.S. Copyright Act, 17 U.S.C. §§ 1 et seq., in the Artwork (“Copyrights”), will vest with City immediately upon creation, and no right, title, or interest in the Copyrights will remain with or be held by Artist, the Sub-Artists, or any other third party.
5. The City disclaims, and the Artist and the Sub-Artists, if any, shall own, all Related Materials produced under this Agreement. “Related Materials” means all Deliverables identified in the Design Development and Approvals Project Phase AND/OR in the Warranty Complete/Final Documentation Project Phase on the attached Exhibit A, whether finished or unfinished, and all associated rights thereto provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. The Artist represents and warrants that the Related Materials do not and will not infringe upon the proprietary or intellectual property rights of any

other persons or entities.

6. Artist hereby grants to the City and its successors or assigns, a non-exclusive, perpetual, worldwide, royalty-free, non-transferrable (except to the State), irrevocable license to use and exploit the Related Materials as follows, all of which may be exercised without Artist's further consent:
 - a. The City may reproduce the Related Materials in two-dimensional copies and may prepare derivative works based upon the Related Materials.
 - b. The City may publicly display said copies of, and derivative works based upon, the Related Materials, including but not limited to, brochures, media, publicity and catalogs or other similar, non-profit publications.
 - c. The City may distribute said copies of, and derivative works based upon, the Related Materials to the public by any means that does not generate revenue.

The City hereby grants to the Artist a non-exclusive, perpetual, worldwide, royalty-free, non-transferrable (except to the Sub-Artists, if any), irrevocable license ("State's License") to use and exploit the Artwork as follows, all of which may be exercised without the City's further consent:

- a. Artist may reproduce the Artwork in copies and may prepare derivative works based upon the Artwork, except that said copies and derivative works may not be created as murals and may not be larger than sixteen (16) square feet.
- b. Artist may distribute copies of, and derivative works based upon, the Artwork to the public by any means that does not generate revenue.
- c. Artist may publicly display copies of, and derivative works based upon, the Artwork, including but not limited to, display in websites, galleries, design periodicals, and other media or exhibits. Artists may describe their roles in relation to the Artwork on their websites and in other promotional materials.

Any use of the State's License in any way that, in the State's sole discretion, impedes traffic, interferes with the State's use of Project Site, creates a safety risk in the vicinity of the Project Site, or otherwise impairs or interferes with the safety or convenience of the traveling public is strictly prohibited. The State shall have third-party beneficiary rights with respect to this section of this Agreement only.

7. The Artist acknowledges that the City will donate the Artwork and Copyrights to the State. To the extent necessary, the Artist must, at the request of the City or State, execute or cause to be executed any additional documents necessary to secure the transfer and ownership of all herein identified rights, title, and interests in and to the Artwork and Copyrights to the City and to the State.

G. Ownership of Other Work – The City disclaims, and the Artist and the Sub-Artists, if any, shall own, all Work. For purposes of this section, "Work" means all other work product created by the Artist and the Sub-Artists, if any, under this Agreement, whether finished or unfinished, and all associated rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq.

H. Maintenance of Artwork – Upon completion of the installation and/or placement of the Artwork, the City will provide for the maintenance of the Artwork.

- I. **Removal of Artwork** – The City will provide for the removal of the Artwork, consistent with the State Agreement.

SECTION III. DATA

- A. **Accounting Standards** – Artist 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 and proof of payments incurred under this Agreement.
- B. **Record Retention** – Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, Artist shall retain all records pertinent to expenditures incurred under this Agreement 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 Agreement shall be retained for ten years after final disposition of such property.
- C. **Audits & Inspections** – Artist agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any book, documents, papers, and records that are relevant to or involve transactions relating to this Agreement for a period of six years after the final payment is made by the City to Artist.
- D. **Audit Requirements for Cloud-Based Storage of City Data** – If Artist’s work includes the storage of not public data (as defined in Minnesota Statutes, Chapter 13, Section 13.02) using a cloud-based solution, then Artist agrees to secure the data in accordance with Minnesota Statutes, Chapter 13. Artist 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 with respect to the data covered by this Agreement. Artist agrees to provide a .pdf copy to the City Contract Manager, upon Artist’s receipt of the audit results.
- E. **Data Practices** – Artist agrees to comply with the Minnesota Government Data Practices Act (the “MGDPA”) 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. Artist and any of Artist’s subcontractors retained to provide work under this Agreement shall comply with the MGDPA and be subject to penalty for non-compliance as though they were a governmental entity. Artist will immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from Artist concerning data requests. Artist agrees to hold the City, its officers and employees harmless from any claims resulting from Artist’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage.

SECTION IV. LEGAL COMPLIANCE

- F. **Compliance with the Law** – Artist shall comply with all applicable federal, state and local laws and all rules and agreements governing the work performed and funds provided under this Agreement.
- G. **Non-Discrimination & Equal Opportunity** – Artist agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to civil rights and non-discrimination in the application for and employment of employees, subcontractors and suppliers of Artist. Federal, state and city statutes and ordinances to which Artist shall be subject under the terms of this Agreement 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 Disabilities 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.

H. **Affirmative Action** – Artist shall develop an affirmative action plan in accordance with Minneapolis Code of Ordinances, Section 139.50. The City shall provide affirmative action guidelines to Artist to assist in the formulation of such plan. Artist shall submit the necessary affirmative action documentation to the City for approval prior to the disbursement of funds.

I. **Living Wage Ordinance** – Artist is required to comply with the Minneapolis Living Wage and Responsible Public Spending Ordinance, Minneapolis City Code, Chapter 38. Artist and any subcontractor with a contract of \$100,000 or more must pay an hourly wage that is at least the living wage for the duration of the contract to employees for hours worked on this Agreement.

J. **Equal Benefits Ordinance** – Artist and any subcontractor of Artist with a contract over \$175,000 is required to comply with Minneapolis Code of Ordinances, Section 18.180, relating to equal benefits for domestic partners. For the duration of this Agreement, any employee benefit provided in any manner contingent upon the existence of a marital relationship must also be provided to an employee who has a domestic partner.

K. **Small & Underutilized Business Program (SUBP) Requirements** – Artist and its subcontractors must comply with the Small & Underutilized Business Enterprise Program (“SUBP”) requirements outlined in Minneapolis City Code Chapter 423 and attached hereto as Exhibit F. Any questions about the SUBP requirements should be directed to the Small & Underutilized Business Program, City of Minneapolis Civil Rights Department, 239 City Hall, 350 South 5th Street, Minneapolis, Minnesota 55415, Attention: Contract Compliance Division; 612-673-3012; or contractcompliance@minneapolismn.gov.

SECTION V. LIABILITY

A. **Independent Contractor** – Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Artist shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Artist or other persons engaged in the performance of any work required by Artist under this Agreement shall be considered employees or subcontractors of Artist 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 to be rendered or provided herein, shall be the sole obligation and responsibility of Artist. Neither the City nor Artist is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.

L. **Insurance** – Artist shall provide certificates evidencing the foregoing insurance coverages to the City:

1. 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.
2. 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.
3. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

Insurance secured by Artist 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. Any policy deductibles or retention shall be the responsibility of Artist. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force for the duration of this Agreement. 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. Artist shall immediately forward to the City any notices it receives of cancellation or revocation of the foregoing policies. Artist shall require any of its subcontractors, if sub-contracting is allowable under this Agreement, to comply with these insurance provisions. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of Artist. The City does not represent that the insurance requirements are sufficient to protect Artist's interest or provide adequate coverage.

M. **Indemnity and Hold Harmless** – Artist will reimburse, defend, protect, indemnify, and hold harmless the City and its agents, employees, elected officials, successors, and assigns for, from, and against, any and all liabilities, obligations, claims, damages, penalties, losses, causes of action, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees imposed upon, incurred by, or asserted against, the City or Artist, arising out of or related to (a) the performance of or failure to perform any rights granted to or duties imposed on Artist pursuant to this Agreement; (b) any breach of, misstatement of, or misrepresentation of, the terms, covenants, representations, or warranties, contained herein by Artist; or (c) exercise by the City of any remedy provided hereunder or at law or equity. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. Artist's liability hereunder shall not be limited to the extent of insurance carried by or provided by Artist or subject to any exclusions from coverage in any insurance policy. These obligations shall survive the termination or expiration of this Agreement.

SECTION VI. GENERAL CONTRACTING PROVISIONS

A. **Termination** – If either party fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the non-defaulting party may give the defaulting party written notice specifying (i) the default; (ii) the action required to cure the default; and (iii) a date at least thirty (30) days from the date the notice given by which such default must be cured. If such notice is given and the default has not been cured by the date provided in the notice, the non-defaulting party shall have the right to immediately terminate this Agreement. The City reserves the right to terminate this Agreement immediately without penalty, if circumstances arise which prevent the City from commencing the Project or any Project Phase or if it is determined that the City was fraudulently induced to enter into this Agreement. Notwithstanding termination of this Agreement, Artist shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by Artist. The City may, in such event, withhold payments due to Artist for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission by Artist, from asserting any other right or remedy allowed by law, equity, or by statute.

B. **Notices** – All notices to be given by either party to the other hereunder shall be in writing and deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified postage prepaid, addressed as follows, or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party:

City:	City of Minneapolis
	Department of Arts and Cultural Affairs
City Contract Manager:	Attn: Mary Altman, Contract Manager
City Project Manager:	_____, Project Manager
	505 4th Ave. S., Room 510
	Minneapolis, MN 55415
	612-673-3006
	Mary.Altman@minneapolismn.gov

Artist: _____

Attn: _____

C. **Conflict of Interest** – Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and Artist are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and Artist to avoid any situation that may give rise to a “conflict of interest.” As it applies to Artist, the City’s Code of Ethics will also apply to Artist in its role as an “interested person” since Artist 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.

D. **Assignment or Transfer of Interest** – Artist shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

E. **Applicable Law** – the laws of the State of Minnesota shall govern all interpretations of this Agreement, 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 Artist.

F. **No Third-Party Beneficiaries** – This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

G. **Severability** – If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

H. **Waiver** – Failure to enforce any provision of this Agreement 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 Agreement at any time.

I. **Amendments** – This Agreement may only be modified or changed by written amendment signed by authorized representatives of the City and Artist.

J. **Entirety of Agreement** – This Agreement constitutes the entire and exclusive agreement of the parties.

K. **Successors and Assigns** – This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and of Artist.

L. **Counterparts** – This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

M. **Electronic Signatures and Documents** – To facilitate execution of this Agreement, the facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.