

CALL FOR ARTISTS

Request for Qualifications

Five Public Art Opportunities for North Commons Park



City of Minneapolis Art in Public Places and Minneapolis Park and Recreation Board

Event # **0000003080**, Issue Date: April 9, 2024

The City of Minneapolis and the Minneapolis Park and Recreation Board (MPRB) are pleased to invite public artists to apply for five public art opportunities in concert with the North Commons Park Improvements Project. The opportunities include a major large-scale exterior façade artwork, a vinyl mural spanning windows, and 3 painted murals. (See page 5 for information on artist eligibility.)

Local artists or artist teams may apply. The selected artists or artist teams will collaborate with the design team and community to create public artworks for this project.

Optional Information Meeting for Artists: CST April 19, 10:30 a.m. - 12:00 noon

Questions should be submitted: 4:00 p.m. CST April 17, 2024 to Dudley.Voigt@minneapolismn.gov

[Intent to Apply Form](#) due: 4:00 p.m. CST, April 29, 2024

Application Deadline: 4:00 p.m. CST, May 3, 2024



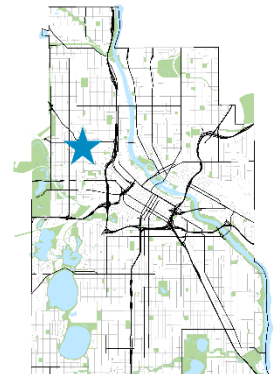
Minneapolis
Park & Recreation Board

For reasonable accommodations or alternative formats contact [Dudley Voigt](#). 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 612-673-2800 - Hadii aad Caawimaad u baahantahay 612-673-3000.

A. North Commons Park

[North Commons Park](#) sits in what many consider to be the heart of the Northside. It is nine city blocks and more than twenty-five acres—one of the largest neighborhood parks in the Minneapolis system. Close to West Broadway Avenue, the Northside’s major commercial corridor, it is surrounded by a racially and ethnically diverse neighborhood. The park is bounded by Golden Valley Road, James Avenue, Morgan Avenue, and 16th Avenue. It is in the Northeast corner of the Willard-Hay neighborhood of Minneapolis. The Near North neighborhood is to the south. The Jordan neighborhood is one block to the North, and Hawthorne neighborhood is a few blocks to the East.

North Commons was purchased in 1907 and began to be developed shortly after. By 1911 it had become one of the parks most heavily used for sports. In 1971, a new community center with a gymnasium was built. Two years later, an outdoor swimming pool was constructed, making it the first Minneapolis park with both a gym and a swimming pool. North Commons today is an active park that still holds to its tradition of major athletic programs. The northern half is primarily dedicated to active uses, while the southern half features some of the highest quality stands of trees in the neighborhood park system. Landmark oaks and stately conifers are living sculptures among a network of walking trails. This calm, green, meditative section of the park is an important counterpoint to the active uses in the north half. The park is mostly flat, but a small hill rises on the western side, creating an interesting vantage point over the fields and forests.



City of Minneapolis
Star indicates location of
North Commons Park

B. North Commons Park Improvements

The [North Commons Park Improvements Project](#) is a once in a generation investment focused on MPRB’s first field house, along with other community-oriented spaces. When the new building opens and this project is complete, MPRB hopes this project will be a catalyst for transformational change in this part of the City of Minneapolis.

This project will completely rebuild the now 26-year-old water park and provide a new parking lot with stormwater management. The enhanced community center will include the original field house with a walking track, new programming spaces for youth and adults, a fitness space, a maker space and concession space serving the building and water park. This project will create a visionary and prominent activity hub that can compete with major recreation facilities in the suburbs.

This project is grounded in the 2019 approved [North Service Area Master Plan](#) and the North Commons Park guiding principles, along with extensive community engagement over the past 24 months.

C. North Commons Park Improvements Public Art Project

The City and MPRB are seeking artists/artist teams to collaborate with the design team and community in creating multiple permanent artworks to be integrated into the renovated and expanded North Commons Park Community Center.

Some goals of the public art project include:

- To have a strong sense of place and connection to North Minneapolis and its community.
- To foster feelings of vibrancy, creativity, safety, and belonging.
- To celebrate the natural beauty of North Commons Park.
- To be welcoming to a wide range of park users.
- To be durable and able to be maintained in Minneapolis’ climate and urban environment.

Artists may apply to work with the city, MPRB and the design team to design and create one or more of the following commissions, although each artist or team may only be selected for one. The location and design of the artworks will need to be integrated into the new building design and work within the timeline and construction schedule for the project. The budgets listed include design, fabrication and installation, including all necessary materials, equipment and subcontractors.

D. Public Art Opportunities and Artist Compensation

(Artwork locations in the images are indicated by the red boxes in the images.)

1. **Façade Artwork** - \$200,000. This artwork will be integrated into the corner of the building above the entrance in a 33' long (21'+12') by 7' high recessed area on the upper level of the building adjacent to the South Plaza. It will serve as a gateway to the park welcoming visitors into the plaza and building.



2. **Vinyl Mural Spanning up to 12 Windows** - \$30,000. Vinyl artworks will be incorporated into the windows on the East side of the building, each measuring 4' wide by 8' tall. These works should connect to the scale and character of the residential area across the street. The fee includes the printing and the installation of the vinyl. (Information on this process will be made available to the selected artists.)



3. **Interior Painted Murals:** Painted murals will support the uses and identity of these unique places in the building.

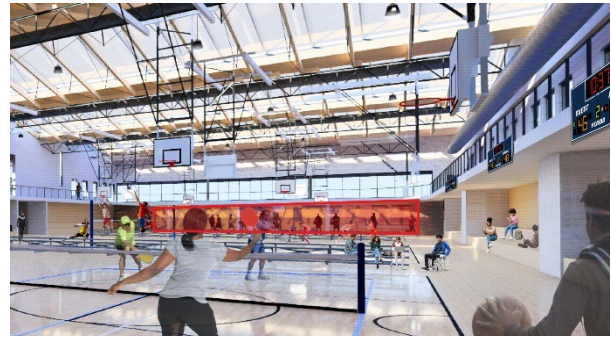
Youth Focused Lounge Mural - \$15,000,
12' tall by 37' wide
Emerging artist opportunity for a teen-focused performance space.



Entry Lobby Mural - \$10,000, 11' tall by 14' wide



Field House North Mural \$20,000, 10' tall by 63' wide



Artist compensation includes all of the services listed below and in section D. The artist contract will define stages of completion and a payment schedule. Teams will receive the same size compensation as an individual artist.

E. Artist's Responsibilities

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

Design and Engagement:

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

Communications and Administration:

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

Maintenance and Fabrication:

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

Installation and Site Preparation:

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

Copyright and Ownership:

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

Documentation:

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

F. Timeline

April 9, 2024	Call for Artists posted
April 19, 2024, 10:30 a.m.- 12:00 noon	Artist Informational Meeting (optional, but encouraged) Contact Dudley Voigt for a link to the meeting or fill out an Intent to Apply Form by April 18, 4:00 p.m.
April 22, 2024, 4:00 p.m. CST	All questions due to Dudley Voigt
April 24, 2024	Questions and Answers and Video of Informational Meeting Posted on the Call for Artists website
April 29, 2024, 4:00 p.m. CST	Intent to Apply Deadline (advance submission recommended)
May 3, 2024, 4:00 p.m. CST	Application deadline
Week of May 13th	Finalists Selected and Notified
Week of May 20 th	Finalist Orientation Meeting
Friday May 31st	Finalist Materials Due
Week of June 3rd	Finalist Interviews
Week of June 10th	Artist notification and contracting
August 2026	Estimated project completion

G. Who is Eligible to Apply?

- Artists applying must be readily available during the timeline (see section F above).
- Teams: Artists may apply individually or as a team. While there’s no restriction to the number of participating members, small teams are recommended. Teams should be adequately sized to ensure simplicity in project management and communication. A lead contact must be identified and stated in the application. All team members must meet the eligibility requirements. The entire team will receive the same size design fee as a single artist.

- Artists currently under contract with the City for other public art projects must be performing according to the scope of services and schedules for those projects.
- Current City staff, Minneapolis Park and Recreation Board staff and Minneapolis Arts Commissioners are not eligible.
- This project is seeking artists/artist teams who are practicing artists with professional artistic resumes. Architectural, engineering and design firms, galleries, organizations, public art consultants and project managers are not eligible to apply and should not be included in the application.

H. How to Apply

1. Attend the optional online **informational meeting** on **April 19, 2024 from 10 a.m.-12 noon CST**. Contact [Dudley Voigt](#) for a link to the meeting or fill out an [Intent to Apply Form](#) by **April 18, 2024, 4:00 p.m. CST**
2. Fill out an [Intent to Apply Form](#) online by **April 29, 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.
3. **Upload a completed application by May 3, 2024 4:00 p.m. CST. Do not email proposals to staff. Do not send links to applications through Drop Box or any other file transfer programs.**

Contact for More Information: All questions regarding this proposal should be submitted in email to [Dudley Voigt](#) by April 22th at 4:00 p.m. CST. Do not contact other City staff working on this project.

Questions, answers, and additional information: All questions and answers and materials from the informational meeting and submitted by the April 22 deadline will be compiled and sent to all artists who complete an [Intent to Apply Form](#).

I. What to Submit

1. Artwork Samples:

- 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).

2. Written Materials: The following **should be submitted as one single pdf, formatted to paper sized at 8 ½” x 11”**.

It should include:

- **Cover Sheet:** A completed copy of the attached cover sheet. *(1-page)*
- **Narrative Description:** A brief narrative describing the following points: *(2-page maximum)*
 - What is your artistic process and how does it create a sense of belonging and connection through the work?
 - If selected, how will you engage community to inform your process, design and installation of the public art?
 - What are your connections to North Minneapolis and how would they inform your process and artwork?
 - For artist teams, provide anticipated roles of team members, and experience working together in the past.
- **Resume:** A current artistic resume(s) of all the artists involved, including information on background, large-scale mural projects, and experience with teachers and youth. *(Up to two*

pages per artist.)

- **Image List:** A completed copy of the attached Image List. *(1-page)*
 - If you completed a project as a team member, the image identification should indicate your role in image submitted.
- **References:** The names, addresses, emails, and daytime phone numbers of three professional references from past or similar projects. *(1-page)*

J. How Your Application will be Reviewed

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

Stimulate Excellence in Urban Design and Public Arts

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

Enhance Community Identity and Place

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

Contribute to Community Vitality

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

Involve a Broad Range of People and Communities

- Does the artist have experience working with various 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 with projects that bring people together or create gathering places?

Value Artists and Artistic Process

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

Use Resources Wisely

- Is the artist's previous work or proposed project sustainable, secure and technically feasible?

- If the proposers are a team, is the team a manageable size and do they show demonstrated experience working together?
- Has the artist's previous work been within the timeline and budget and is the artist able to work within the City's timeline and budget?

K. Attachments

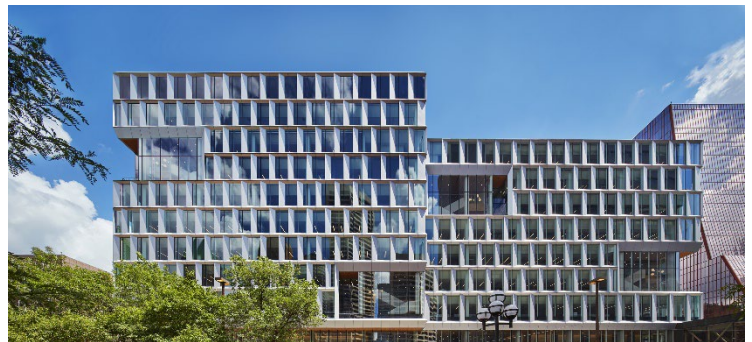
- A. Terms and Conditions
- B. Coversheet Form
- C. Image List Form

(Note: This PDF is a PDF Portfolio. The Coversheet and the Image List can be accessed by clicking on the table of contents to the right.)

**City of Minneapolis Public Art,
Arts & Cultural Affairs Department**

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

- New commissions through the Art in Public Places program.
- The conservation and maintenance of the City's collection of over 60 works located in all parts of Minneapolis.
- Support to other departments and agencies developing public facilities, infrastructure, and public art projects.
- Permits to neighborhoods and community groups for art projects in the public realm



The Department of Arts & Cultural Affairs is located in the City Public Service Building at 505 4th Avenue South.

For more information about City of Minneapolis public art visit [this website](#).

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

Attachment A – Terms and Conditions for RFP

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

(Revised: Jan 15, 2019)

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

1. City's Rights

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

2. Equal Opportunity Statement

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

3. Insurance

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

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not

renewed or materially changed. The Consultant shall require any of its sub- contractors, if sub- contracting is allowable under this Contract, to comply with these provisions.

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

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

4. Indemnity and Hold Harmless

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

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

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

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

5. Subcontracting

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

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

7. General Compliance

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

8. Performance Monitoring

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

9. Prior Uncured Defaults

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

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all

times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

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

12. Retention of Records

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

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

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

14. Data Practices

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

parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

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

16. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

18. Conflict and Priority

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

19. Travel

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

Conditions

(http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1_p-096175.pdf).

20. Billboard Advertising

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

21. Conflict of Interest/Code of Ethics

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

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

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

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right

or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

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

24. Intellectual Property

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

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

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

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

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

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

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

26. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

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

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

27. Small & Underutilized Business Program (SUBP) Requirements

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

There are no specific SUBP goals on this 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 <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the City nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
7. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.