

# Call for Artists Application Guidelines

## Graco Park Tunnel

Issue Date: 09/21/2026

The City of Minneapolis invites artists to create public artwork for the Graco Park Tunnel. The City is seeking artists with the capacity to work in a range of materials and a range of scales. The selected artist will design and create artwork on the tunnel interior. This bike and pedestrian tunnel connects Hall's and Boom Islands under the Plymouth Ave Bridge.



**Application Deadline:** Applications must be submitted by Monday, October 19, 2026, 4 p.m. CT.

**[Check out 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.

# Table of Contents

|                                                                              |    |
|------------------------------------------------------------------------------|----|
| A. <a href="#">Graco Park and Hall's Island</a>                              | 3  |
| B. <a href="#">Neighborhoods and Area</a>                                    | 3  |
| C. <a href="#">Graco Park Tunnel Public Art Project</a>                      | 4  |
| D. <a href="#">Eligibility</a>                                               | 4  |
| E. <a href="#">Artist Compensation and Contracting</a>                       | 5  |
| F. <a href="#">Artist Responsibilities</a>                                   | 5  |
| F. <a href="#">Timeline</a>                                                  | 7  |
| G. <a href="#">How to Apply</a>                                              | 8  |
| H. <a href="#">What to Submit</a>                                            | 8  |
| I. <a href="#">How Applications Will be Reviewed and Selected</a>            | 10 |
| J. <a href="#">No Applicant Recourse</a>                                     | 11 |
| J. <a href="#">City of Minneapolis Public Art, Arts and Cultural Affairs</a> | 11 |
| Attachment C: Terms and Conditions for RFP                                   | 13 |

## A. Graco Park and Hall's Island

Hall's Island shows up on the earliest known 1895 survey of the Mississippi River in Minneapolis. The City of Minneapolis operated a bath house on the island from 1905 to 1926. The City sold Hall's Island to Scherer Bros Lumber Co in 1963. In 1966, Scherer Bros filled the channel to connect the island to shore and expand mill operations.

The Minneapolis Park and Recreation Board (MRPB) purchased the Scherer site in 2010. From 2011 to 2013, they created a plan to restore the island and build a park on the adjacent shoreline. The Board approved the plan as part of RiverFirst and the Above the Falls Master Plan. In 2013, the Minnesota State Legislature authorized the restoration of Hall's Island. The MPRB agreed to name the park "Graco Park" as part of the 2018 agreement funding the park development. The new park building River Hub opened and trails to Boom Island Park were completed in 2025.

For more information visit:

- [Minneapolis Park and Recreation Graco Park website](#)
- [Mississippi River Water Management Organization Hall's Island Project page](#)

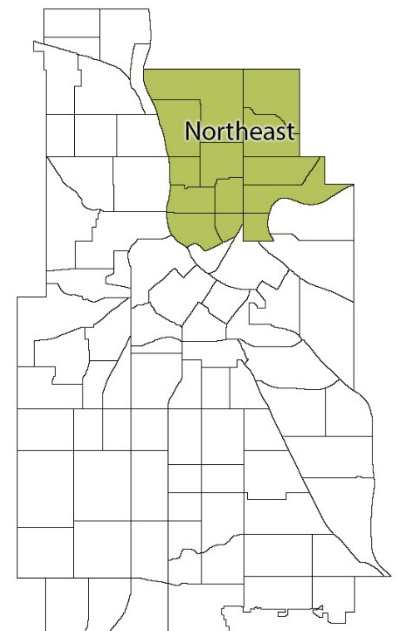
## B. Neighborhoods and Area

Graco Park is located on the Mississippi River next to the Northeast Arts District. It is in the Saint Anthony West Neighborhood.

The area was traditionally within Dakota territory and near Ojibwe lands. Before industrialization, the river served as an important resource for travel for them for travel, trade hunting and fishing

Northeast Minneapolis has been a traditionally working-class area. Lebanese, Polish, Finnish, German, Slovak, Russian, and Ukrainian immigrants settled in the area. Employment opportunities through the grain and saw mills drew them in the beginning. Later they came for rail and factory jobs. By 1930, immigrants made up nearly 60 percent of Northeast's total population. In recent years, the makeup of Northeast has changed. New immigrants from around the world have continued to see Northeast as a haven. This has been particularly true for Somalis and Latin Americans.

[See more information on the current demographics of Northeast.](#)



In recent years, artists have also been part of the Northeast Community:

"In the 1980s, the area now known as the North Loop was a place that provided unregulated live/work space accommodations in mostly underutilized or vacant industrial buildings. Former working class artists utilized these large unregulated spaces until razing took place and new developments came with stricter city regulations. Many artists flocked from the North Loop area to a fairly deserted Northeast industrial community, because their work often did not yield immediate fiscal gains and in order to support their work and family they needed large cheap spaces that could

serve dual live/work functions, which their former dwellings provided.” (From the [University of Minnesota’s Center for Urban Regional Affairs’ Twin Cities Gentrification Project.](#))

## C. Graco Park Tunnel Public Art Project

The City seeks an artist/artist team to create a public artwork for this location. The art opportunity includes works on the tunnel’s interior walls and facade. This new artwork will be informed by comprehensive research and community engagement. It should connect the Park and serve the people who live nearby.

The City encourages experienced and emerging artists working in a range of materials to apply. Applicants should have connections with and/or capacity to work in and with these communities. The selected artist/artist team will collaborate with the staff, the steering committee and community.

The goals of the public art project are to:

- Connect to and expand upon the goals and themes previously identified through Park planning.
- Create a public artwork that fosters belonging.
- Celebrate the importance of this site to the neighborhood, community, and city.
- Commemorate and celebrate the rich and culturally diverse communities in the area and their community histories.
- Gather these histories through input from community members.

## D. Eligibility

- Artists applying must be readily available during [the timeline](#).
- Artists currently under contract with the City may not be eligible. This depends 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. These are ineligible:
  - Architectural, engineering and design firms;
  - Galleries and organizations;
  - Art consultants; fabricators and project managers.
- 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

The total budget for the public art project is \$250,000. This includes \$30,000 for the initial engagement and design phase. The City will enter into a fabrication contract after the Arts Commission approves the design.

These contracts will define stages of completion and a payment schedule. Payments are based on completing deliverables and not on number of hours worked. Details about artists' responsibilities for this project are in [Section F](#).

## F. Artist Responsibilities

Artists/artist teams will meet and collaborate with several groups. This includes community, the steering committee, staff and project partners.

**Staff support:** Throughout this process staff will provide support and technical assistance. The level of staff support ranges and depends on the artist/artist team's experience and the complexity of the project. Staff support may include:

- Drawings
- Writing revisions
- Developing a plan for and implementing engagement activities
- Connecting with and overseeing sub-contractors
- Assisting with the budget and timeline

The goal of this support is to:

- Help the artist/artist team do their best work
- Build their capacity for future work

**Artists' responsibilities** include completing and submitting deliverables on time. Contracts outline these in detail and they include:

### 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 a highly detailed design that covers the vast majority of the wall space described above.
- Develop designs that meet all codes, such as safety and Americans with Disabilities Act 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 parties. This includes the Public Art Advisory Panel, the Minneapolis Arts.

### Communications and Administration

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

### Maintenance and Fabrication

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

### Installation and Site Preparation

- Deliver and install the artwork in coordination with the site needs and schedule.
- Carry adequate insurance coverage for the project as per Attachment C.
- Obtain necessary permits. (City staff can help identify these.)
- Provide or rent the equipment needed to install large scale works.
- Engage with and educate the community during installation.
- Comply with safety standards set by staff and site construction managers.
- 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. These are 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. This includes 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.)

[Learn about the Visual Artists Rights Act](#)

## Documentation

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

## G. Application Timeline

### Dates

Monday, September 21

Monday, Oct. 5 at 4 p.m., CT

Wednesday, Oct. 7 at 4 p.m., CT

Friday, Oct. 9

**Friday, October 16, 5 p.m., CT**

**Monday, Oct. 26 at 5 p.m., CT**

Monday, November 2,

Monday, November 9, 4 p.m., CT

Week November 9

Week of November 16

Month of November

December 7

August 2027

### Milestone or Deadline

Call for artists posted

Informational meeting (optional but encouraged).  
Contact [Witt Siasoco](#) for a link to the meeting or fill out an [Intent to Apply Form](#)

Questions due by

Responses to questions and video from informational meeting posted on the City's website

**[Intent to Apply Form](#) due**

**Application deadline**

Finalists Announced

Finalist's follow-up materials due

Finalists Presentations and Interviews

Artist/Team selected

Contracting

Estimated Services start date

Estimated Installation

## H. How to Apply

- **Attend the optional informational meeting.** An optional informational meeting will be held virtually on Monday, Monday, October 5 at 4 p.m., CT. Email [Witt Siasoco](#) for a link to the meeting. A video of this meeting will be posted on Friday, October 2 on the City's website.

- **Fill out an Intent to Apply Form online by Friday, October 16, 5 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. This includes reminders about the informational meeting, when the answers to questions are available, and reminders about deadlines.

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

- **Submit all questions about this application** in email to [Witt Siasoco](#) by Wednesday, Oct. 7 at 4 p.m., CT.
- **Review the final posted questions and answers.** These will be posted on the City's website as an attachment to this Call for Artists on Friday, October 2.
- **Upload a completed application by** Monday, Oct. 26 at 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, video or audio applications may be submitted upon request. Applications must be submitted by the application deadline. Late or incomplete applications may be rejected.

## I. What to Submit

**Past Applications:** If you have applied in the past, you can often reuse materials from previous applications. This includes your resume and references. The narrative questions are different for each Call for Artists. You can also reuse your images and the Images List. Alternatively, you may want to tailor the images to the types of opportunities and specific communities in the Call for Artists.

### 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](#).
2. **Your response to the narrative questions:** A brief narrative describing the following points (2-page maximum).

- Why are you interested in this project?
  - Describe your connections to the Northeast Minneapolis community and/or why you are the right artist/artist team to be working on this project.
  - Briefly describe your creative process.
  - Provide an example of a creative community engagement activity that you have done in the past. In what ways was it creative? What were you hoping to learn from the community? How did you measure your success?
  - When considering the Artist Responsibilities listed [Section E](#), which aspects do you think you might need support from staff to be successful?
  - For artist teams, describe your experience working together in the past, including listing the specific projects you have worked on.
3. **Resume:** 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](#).  
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.

## J. How Applications Will be Reviewed and Artists Selected

The selection process for this project is defined by the City Public Art Policies. 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.

This panel will be required to comply with conflict-of-interest policies and review and evaluate applications based on the criteria below.

[Read the City's Public Art Policies.](#)

### 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 demonstrated ability to address ADA regulations as they apply to public art?
- Does the artist's previous or proposed process celebrate one or more of the City's cultural communities?
- Does the artist have experience in projects that bring people together or create gathering places?

### Value artists and artistic process:

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

### Use resources wisely:

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

## **K. 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 and 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 C: Terms and Conditions for RFP

## 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.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 (“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 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.

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.
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 City disclaims, and Artist and Sub-Artists, if any, shall own all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Artwork, except for the following limitations: Since the artistic designs leading up to and including the final design and dimension of the Artwork are unique, Artist and Sub-Artists shall not make any additional, exact duplicate reproductions of the final design and dimension of the Artwork, nor shall Artist or Sub-Artists grant to a third party, the right to replicate the artistic designs and dimensions of the Artwork, without the written permission of the City.
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, irrevocable license to use and exploit the Artwork and the Related Materials as follows, all of which may be exercised without Artist's further consent:
  - a. The City may reproduce the Artwork and the Related Materials in two-dimensional copies and may prepare derivative works based upon the Artwork and the Related Materials.
  - b. The City may publicly display said copies of, and derivative works based upon, the Artwork and 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 Artwork and the Related Materials to the public by any means that does not generate revenue.

All reproductions of the Artwork by the City shall contain a credit line that includes the title of the Artwork, the Artist's name, year of completion, a copyright notice, and a statement that the Artwork was "Commissioned by the City of Minneapolis."

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.

### 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 5<sup>th</sup> Street, Minneapolis, Minnesota 55415, Attention: Contract Compliance Division; 612-673-3012; or [contractcompliance@minneapolismn.gov](mailto: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

City Contract Manager: Department of Arts and Cultural Affairs  
City Project Manager: Attn: Mary Altman, Contract 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.