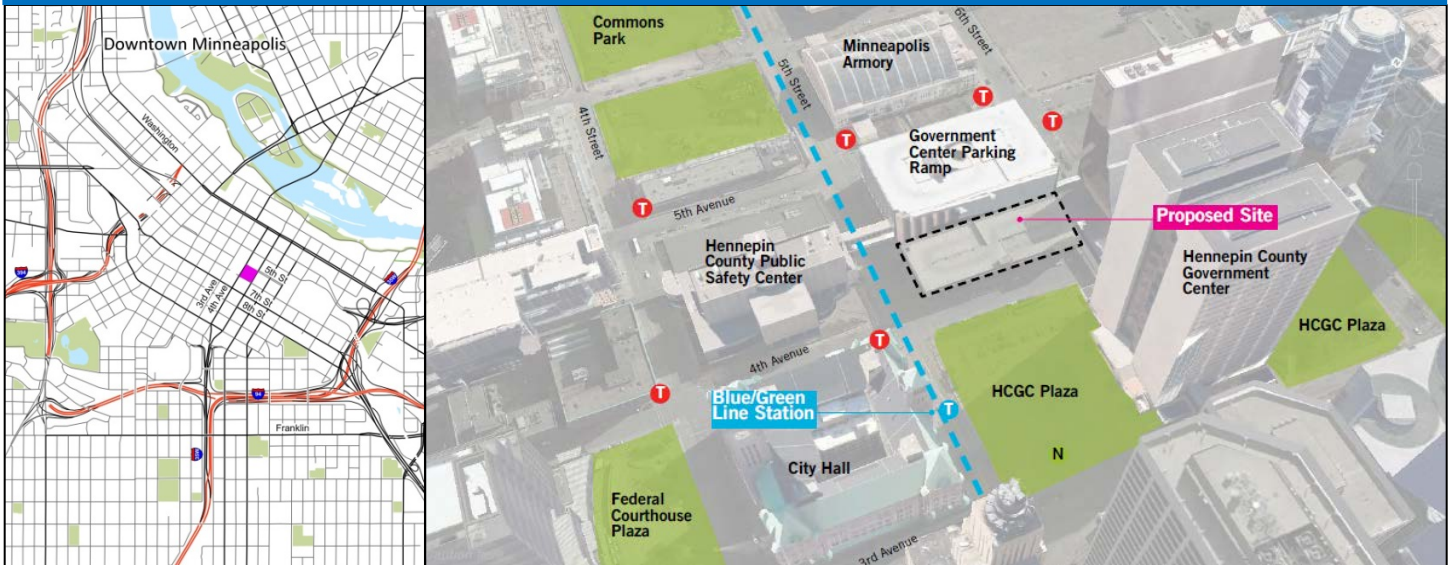


# CALL FOR ARTISTS



## City of Minneapolis Consolidated Office Building

### City of Minneapolis Art in Public Places, Finance and Property Services

The City of Minneapolis invites experienced public artists to apply to collaborate with the design team for the Consolidated Office Building to identify several public art opportunities to be integrated into the future building and to design one signature artwork. The building will be at 501 Fourth Ave. S. and co-locate City employees and services currently in several sites throughout downtown Minneapolis and serve the City's broad range of constituents. The design team for the Consolidated for the Consolidated Office building includes the Minneapolis firm MSR (Meyer, Scherer & Rockcastle)

working in partnership with the international firm Henning Larsen.

This is the first of two or more calls for artists for the City of Minneapolis Consolidated Office Building. Future calls will include a number of specific public art commissions. Artists who have interest in creating individual artworks or who have no experience collaborating with the architectural design teams are encouraged to apply for the future call(s) in 2018.

**Optional Local Informational Meeting for Artists:** Tuesday, November 28, 4 p.m. (CST) [Northeast Library, 2200 Central Ave. N.E., Minneapolis](#)

**Application deadline:** Tuesday, December 12, 4 p.m., CST

This Call for Artists is available on the City's website at [minneapolismn.gov/rfp](http://minneapolismn.gov/rfp)

For reasonable accommodations or alternative formats contact [mary.altman@minneapolismn.gov](mailto:mary.altman@minneapolismn.gov). People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-673-2157 or 612-673-2626.

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



## A. The Consolidated Office Building

The Consolidated Office Building will strategically co-locate City employees and services currently in several leased and owned sites throughout downtown Minneapolis. It is being designed to be sustainable, resilient, better serve residents and businesses, and to improve productivity. The draft Strategic Concept for the building project is attached.

This new City office building will be at 501 Fourth Avenue South, a site currently housing a parking ramp. The building is expected to be seven to ten stories tall and accommodate 250,000-300,000 square feet of interior space. The exact size, space program and cost of the building have not yet been determined and will be finalized during the current schematic design phase, which includes a stakeholder engagement process. The many communities served by the building will include employees, service center clients and visitors, nearby neighbors and diverse residents of the City.

Detailed design will follow and be completed by late summer of 2018. Construction of the new building is expected to begin in the fall of 2018 and be completed by summer 2020. The City expects the building to be occupied and open to the public by the fall of 2020.

The design team for the Consolidated Office building includes the Minneapolis firm [MSR \(Meyer, Scherer & Rockcastle\)](#) working in partnership with the international firm [Henning Larsen](#). Both teams have considerable experience collaborating with public artists. They believe that art should not only be integrated in the physical building but also rooted in the building's design concept and engrained in the place and its story. The examples of integrated works shared in this Call for Artists were selected by this team.

For more information on the building project, visit the [City's website](#).



University of Southern Denmark, artist Tobias Rehberger

## B. Location and Neighborhoods

The Consolidated Office Building site will be strategically located across from the Hennepin County Government Center and diagonally across from City Hall. (See maps on the first page.) This location will enhance existing Government Center open space, reinforce existing pedestrian networks and be easily accessible via public transit and bicycle routes. This area of Minneapolis, known as Downtown East, is home to many recent major developments, including US Bank Stadium and a new Wells Fargo campus. A summary of the developments, plans neighborhood and business associations can be found on the [City's website](#).

## C. The Consolidated Office Building Public Art Project

The City is seeking an experienced artist/artist team to work with the project design team to collaborate with the design team for the

Consolidated Office Building for phase one of this public art project. Phase one has two aspects:

- a) Identifying several public art opportunities to be integrated into the future building to be included in a future call(s) for seeking artists with a range of experience, working in a range of media and who are able to create work that will inspire the many diverse communities of the City.
- b) Designing one signature artwork to be integrated into the building (to 40-50% design), and be contracted separately for the final design and fabrication of that work.

Possible art opportunities include, but are not limited to the façade, exterior spaces, floors, walls, ceilings, staircases, railings, lighting and opportunities to interactively engage the visiting public. Goals of the public art project include:

- Create a public space that is inviting, pleasant and compelling for visiting businesses and residents.
- Reflect the culture and diversity of the city through history and storytelling.
- Reflect the mission of public service, the City's commitment to transparency and educate the public about the City services.



Open Book, Minneapolis, Artist Karen Wirth

- Support a work environment that promotes wellness, a diversity of work styles, collaboration, and innovation.
- Be thoughtfully integrated into the architectural identity and design, materials, and palette.
- Be contemporary, yet timelessly elegant, and meaningful.
- Enhance the focal points, entrances, plazas and wayfinding systems.
- Celebrate the sustainability goals of this project and the facility.
- Be durable and maintainable in Minneapolis' climate and urban environment.

## D. Compensation

- The total budget for this phase one of this public art project, including parts a. and b. above is \$90,000. This fee should cover any and all of the costs and expenses associated with fulfilling the responsibilities outlined in section E below, including travel.
- The fabrication budget for the signature artwork is outside of the scope of this work and will be contracted for separately. This amount has not yet been finalized but is estimated to be approximately \$300,000.
- The total public art budget for the project is currently estimated to be approximately 1.5 to 2 million dollars, including the other commissions that will be identified in phase one.
- A contract between artists and the City will define stages of completion and a payment schedule.

## E. Artist's Responsibilities

Artists/artist teams will collaborate with the design team, project staff and steering committee. This is estimated at approximately 400-450 hours of work. Responsibilities include:





University of Southern Denmark, artist Tobias Rehberger

#### Design and Engagement:

- Working closely and in person with design team members for the project.
- Identifying public art opportunities within the building project for additional commissions.
- Designing a signature artwork. (Final design, fabrication and installation will be via a separate contract.)
- Developing and refining these opportunities and artistic concepts and designs with input from committees, boards, and community groups.
- Developing designs that comply with all codes and functional requirements, are constructed of durable materials, and require little repair or maintenance.
- Developing final drawings, models, presentation materials, and other visual and written items.
- Providing documents for the purpose of the City obtaining approvals from all of the appropriate entities.
- Participating in an ongoing design review and modification process with input from the staff and appropriate City committees.
- Presenting concepts and designs to committees, boards, community groups, and

others with input from City staff and consultants.

- Participating in final project unveiling and celebration.

#### Communications and Administration:

- Providing ongoing regular updates to City staff and project managers including regular and consistent email communications.
- Working closely and coordinating with the consultants and contractors that will be designing and constructing the project.
- Developing and maintaining cost estimates and a final budget.
- Communicating completed phases of the project and requesting payment.
- Participating in interviews and public appearances as coordinated by the City.
- Aligning communications and outreach with City staff, project team members and others.

#### 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 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 and presentations.

## F. Project Timeline

November 9, 2017	Call for Artists Posted
November 28, 2017	Artist Informational Meeting, 4 p.m., CST, <a href="#">Northeast Library, 2200 Central Ave. N.E., Minneapolis, MN 55418</a>
December 1, 2017	Deadline for Submitting Questions to <a href="mailto:mary.altman@minneapolismn.gov">mary.altman@minneapolismn.gov</a>
December 5, 2017	Posting of Materials from Informational Meeting and Questions and Answers on Website
December 12, 2017	Deadline for Submissions, 4 p.m., CST
Week of December 28, 2017	Finalists Notified
Week of January 8, 2018	Finalists Interviews and Selection
February 2018	Begin Work with Design Team
Fall 2020	Building Open to the Public

See attached full schedule for this project, including the timeline for the second call for artists.

## G. Who is Eligible to Apply

- The project is open to public artists who are able to travel to work with the design team in person and have the availability to work with the team over the course of several visits to the team’s offices and to the City of Minneapolis.
- Current City staff and Minneapolis Arts Commissioners are not eligible.
- Artists may apply individually or as teams. While there’s no restriction to the number of participating members, smaller teams are recommended. Teams should be adequately sized to ensure simplicity in project management and communications. A lead contact must be identified and stated upon application. Note that the entire team will receive the same size design fee as a single artist. All members of the proposed team have previous experience and show evidence of working together as a team on at least one public art project.
- Artists applying must be readily available during the timeline (see attached “public art schedule), especially during the winter/spring of 2018.
- 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.
- This project is seeking artists/artist teams who are practicing artists with professional artistic resumes. Architectural, engineering and design firms, galleries, fabricators, organizations, and public art consultants/ project managers are not eligible to apply or to be part of the applying team.

- This is the first of two or more calls for artists for the Consolidated Office Building. Future calls will focus on a number specific public art commissions. Artists who have are interested solely in creating individual artworks or who have no experience collaborating with the architectural design team are encouraged to apply for the future call(s) in 2018

## H. Required Qualifications

- Excellent recognized body of timeless artistic work, including public artwork and large-scale projects.
- Passion for the local context and civic government, services, employees and constituents.
- Strong experience in collaborating with design professionals and willingness to become embedded in the design process alongside architects, designers, engineers and consultants.
- Ability to consider possible art opportunities in the context of scale, uses, materials and users.
- Familiarity with fast track processes and ability to meet timelines and maintain a sense of detail.
- Ability to understand architectural drawings and work within architectural drawing methods.
- Demonstrated ability to support a project that meets the goals identified in section C above and the criteria in section K below.

## I. How to Apply

Contact for More Information: All questions regarding this proposal should be submitted in email to: [mary.altman@minneapolismn.gov](mailto:mary.altman@minneapolismn.gov) by November 28, 4pm CST. All questions and answers will be compiled and posted online as an addendum to this Call for Artists. Do not contact other contractors or City staff working on this project.

Due Date: All proposals are due **Tuesday, December 12, 4 p.m., CST.**

Send to: Proposals should be emailed to [RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov). Please note that this mailbox has a limit of 10MB, and you will most likely need to email a link to your full application at a document storage website, such as Dropbox or send multiple emails.

Additional Information: Materials from the informational meeting will be posted online as an addendum with this Call for Artists. This Call for Artists is available in alternative formats upon request.

## J. What to Submit

### Artwork Samples:

- Submit ten images as jpegs. It is recommended that your images be roughly 1920 x 1920 pixels and no more than 1.8 MB in file size.
- Images that do not meet the required formats may not be considered.
- Videos or websites will not be reviewed during the first round. (Finalists will be able to submit videos.)

Written Materials: Proposal packets should be submitted in 8 ½" x 11" pdf format. Please include:

- Cover Sheet: A completed copy of the attached cover sheet.
- Written Description: A written description **of up to two pages** that addresses:
  - a) Why you are interested and what excites you most about the project;
  - b) Your previous experience collaborating with a design team;
  - c) If you are an artist team, your experience working together in the past, and which artist will be the lead contact for your team;
  - d) Other commitments and time frames during which you would be unavailable.
- Resume: A current resume(s) of all of the artists involved, including information on background and ability to conduct the tasks listed. **Up to two pages per artist.**

- Image List: A completed copy of the attached Image List.
- References: The names, addresses, and daytime phone numbers of three references who can speak about your ability as an artist and, a collaborator, and if relevant, as a team.

Late applications and applications that do not follow these guidelines may not be considered.

## K. Review 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 over represented in the City's collection?
- Does the artist have a significant or engaging body of work?
- Does the artist have experience collaborating with city planners and other professionals?
- Does the artist have experience with architectural and engineering drawings and methods?
- Does the artist have experience in comparable projects and artistic disciplines?

### Enhance community identity and place:

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

### Contribute to community vitality:

- Have the artist's previous projects attracted visitors and residents?
- Does the artist's previous work or proposed process build capacity between the private and

public sectors, artists, arts organizations and community members?

- Does the artist's previous work or proposed process encourage civic dialogue about community, cultures or City issues?
- Do the artist's previous projects incorporate or address relevant cultural or historical events?

### Involve a broad range of people/communities:

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

### Value artists and artistic process:

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

### Use resources wisely:

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

A selection panel will review applications based on these criteria. 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.

#### L. Attachments

- Attachment A - General Conditions
- Attachment B - Coversheet Form

- Attachment C - Image List Form
- Attachment D - Consolidated Office Building Draft Strategic Concept
- Attachment E - Public Art Schedule



# Attachment A

## General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of 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 section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

### **1. City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

### **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 Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. 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. 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 subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance for Consultant's only providing design services, the insurance standards may be lower):

- 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.
  - **Commercial General Liability insurance that meets either of these requirements:**,  
**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.
  - For consultants providing design services only, homeowners insurance covering the Contractor for this type of liability.
- b) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident, or \$500,000 if the Consultant is only providing design services.

#### 4. 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 as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

#### 5. Subcontracting

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. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**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 substantial 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**

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. 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 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.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

## **14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any 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.

## **15. 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](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.

#### **16. 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.

#### **17. Conflict and Priority**

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 (only for Contracts awarded using RFP).

#### **18. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

#### **19. 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.

#### **20. 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.

#### **21. 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.

## **22. 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.

## **23. Intellectual Property**

This section is in addition to the Intellectual Property conditions set forth under the General Terms and Conditions.

The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

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

The Contractor grants to the City and its successors or assigns, an 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 Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Public Artwork prepared under this Contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

#### **24. 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](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.

#### **25. 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) 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.

## **26. 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). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50, apply to any professional or technical service contract in excess of \$100,000. 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 Administrator to obtain authorization as stated under "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 Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **27. Prevailing Wages**

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). The person or company representative submitting a proposal for this contract shall certify in writing that both she/he/it and their sub-consultants shall comply with the wage and labor standard provisions of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Consultant, terminate the Consultant's right to proceed with the work and the Consultant and their Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this proposal, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Consultant or by the Consultant's agent or sub-consultants under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages for labor or mechanical work to employees or agents of the Consultants or any sub-consultants shall be no less than the amounts set forth in the provided wage decision.