



April 3, 2025

Gary Kills-a-Hundred
Flandreau Santee Sioux Tribe
PO Box 283
Flandreau, SD 57028

Dear Gary Kills-a-Hundred,

The City of Minneapolis Arts and Cultural Affairs Department is pleased to announce the release of a Call for Public Art at Owámniyomni. Artists and artist teams are invited to apply to create an artwork honoring Owámniyomni, a place of deep significance and rich cultural heritage for Indigenous peoples, particularly the Dakhóta. The artwork will be located in downtown Minneapolis at Water Works Park, which is a segment of Mill Ruins Park. The area includes the sacred Dakhóta sites of Owámniyomni and Wíta Naǵí and is within the Dakhóta traditional homelands.

This call has evolved from over two years of community engagement with Dakhóta tribal members locally in Minnesota and Indigenous peoples from other communities. It incorporates newly adopted City of Minneapolis policies for Native American-focused Public Art Projects.

Please share this information with artists and others you think might be interested in this Call for Public Artists or the project.

Thank you,

A handwritten signature in black ink, appearing to read "Lydia Four Horns".

Lydia Four Horns
Project Manager

A handwritten signature in black ink, appearing to read "Ann Godfrey".

Ann Godfrey
Project Manager

ARTISTS INFORMATION SESSIONS

Owánniyomni

a place of deep significance and
rich cultural heritage

**Applicants are welcome to attend
Information sessions offered to support
Native artists, both experienced and
emerging. This is in an effort to reach out to
rural, tribal, and out-state residents.**

MINNEAPOLIS AMERICAN INDIAN CENTER

4/8/25 4pm

1530 Franklin Ave., Minneapolis
(virtual & in-person)

UPPER SIOUX INDIAN COMMUNITY

4/16/25 4pm

Tribal Headquarters
5722 Travers Lane, Granite Falls
(in-person only)

LOWER SIOUX INDIAN COMMUNITY

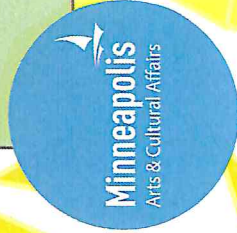
4/17/25 4pm

Canšayapi Wicoicaŋe Oŋi Arts
Incubator
39527 Reservation Hwy.1, Morton
(in-person only)

Red Wing Arts

4/22/25 4pm

418 Levee Road, Red Wing
(in-person only)



CALL FOR ARTISTS

Event: 0000003506 Issue Date: March 27, 2025

An Artwork Honoring Owámniyomni *a place of deep significance and rich cultural heritage*

Artists and artist teams are invited to apply to design and create an artwork to honor Owámniyomni, a place of deep significance and rich cultural heritage for Indigenous peoples and particularly the Dakhóta^[1]. The artwork will be located at Water Works Park, part of Mill Ruins Park. The area includes the sacred Dakhóta sites of Owámniyomni and Wíta Nági and is within the Dakhóta traditional homelands.

The selected artist or artist team will collaborate with the Dakhóta community and City staff to design the artwork.

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

Eligible artists: See the eligibility requirements on page 6.

Artist Informational Meetings: April 8-22: Four optional informational meetings. See section H, page 6.

For more information: Submit questions regarding this proposal by email to [Lydia Four Horns](#) by May 14, 2025, 4:00 p.m. Central Time.

[Read the Frequently Asked Questions.](#)

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

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

One-on-One Technical Assistance: Free assistance in completing applications is available from a number of organizations. For more information, see Section J, page 7.

Application Deadline: May 28, 2025 4:00 p.m. Central Time.

[Complete the Application.](#)

[Website: www.minneapolismn.gov/call-for-artists](http://www.minneapolismn.gov/call-for-artists)

Contents

Place and People

	Page
A. <u>TRANSLATIONS IN THIS DOCUMENT</u>	3
B. <u>OWÁMNIYOMNI</u>	3
C. <u>WATER WORKS AT MILL RUINS PARK AND OWÁMNIYOMNI OKHÓDAYAPI</u>	4
D. <u>NEIGHBORHOODS AND AREA</u>	4

Project

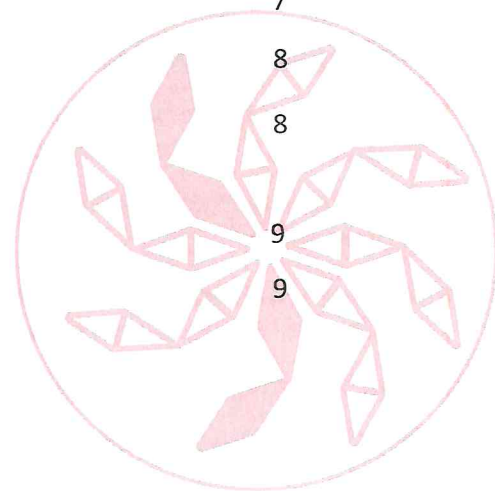
E. <u>ARTWORK HONORING OWÁMNIYOMNI</u>	4
F. <u>COMPENSATION AND BUDGET</u>	4
G. <u>ARTIST'S RESPONSIBILITIES</u>	5

Applying

H. <u>APPLICATION TIMELINE</u>	6
I. <u>WHO IS ELIGIBLE TO APPLY?</u>	6
J. <u>HOW TO APPLY</u>	7
K. <u>GETTING ASSISTANCE</u>	8
L. <u>HOW WILL APPLICATIONS BE REVIEWED?</u>	8

[Footnotes](#)

[City of Minneapolis Public Art, Arts & Cultural Affairs](#)



Place and People

A. TRANSLATIONS IN THIS DOCUMENT

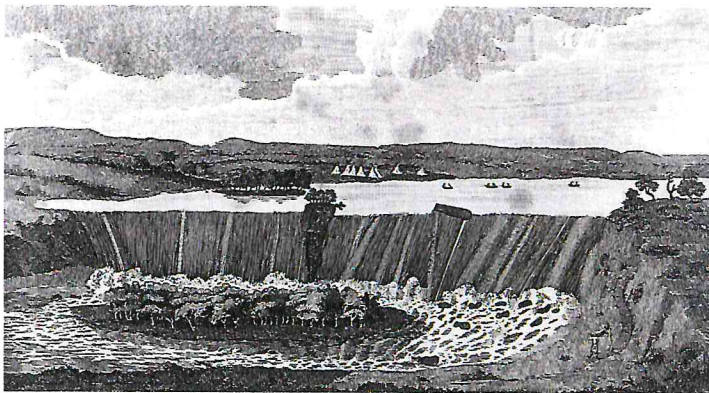
This document includes words in the Dakhóta language. Some of those words are also translated into audio.^[2] Those words are in **red text**. Click on the **red text** to hear the audio translation. This function may only be available if you first download the document and then open it, as many browsers do not support this audio function in a pdf.

B. OWÁMNIYOMNI

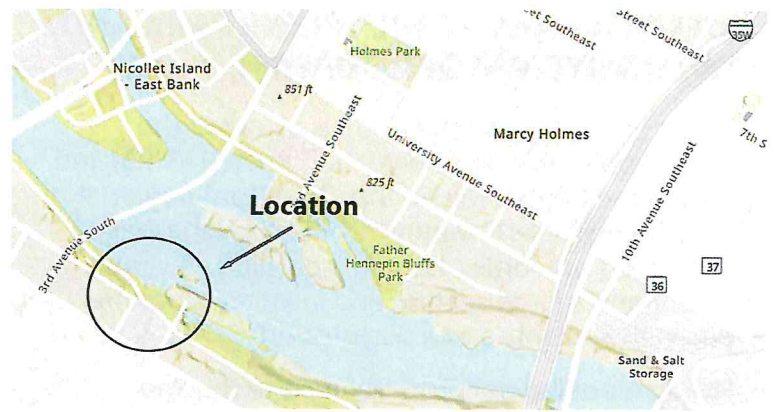
Owámniyomni (Saint Anthony Falls) is a Dakhóta word meaning “whirlpool” or “turbulent waters,” signifying the splendor and power of water defining this sacred **owan̄ka** (place). For thousands of years, Indigenous people have traveled, traded, camped and gathered along the **Ĥaĥa Wakpá** (Mississippi River), the Dakhóta term for “river of the falls”. Owámniyomni is the only true waterfall on the Ĥaĥa Wakpá and defines the cultural importance of this location for the Dakhóta. “Together these places comprised the original appearance of the falls where the river cascaded over the limestone shelf and dropped 30 to 40 feet into the swirling pools and broken rock below.”^[3]

The Ĥaĥa Wakpá has a long history of providing vital sustenance for Indigenous people and is an integral part of their cultural pathways. The Dakhóta have a deep connection with this river and the region’s other bodies of water. They are significant to their creation stories^[4] and belief that water is medicine and life for all.

In addition to the Dakhóta, several Indigenous groups, such as the Ojibwe, Ho-Chunk, Sauk and Fox, and Meskwaki have lived and navigated the Upper Mississippi river valley around Owámniyomni. Several accounts by European explorers in the 1600 and 1700’s tell of Dakhóta and Ho-Chunk people making offerings at Owámniyomni, signifying its



Engraving of St. Anthony Falls by Michael Angelo Rooker



importance. “Though incomplete, these descriptions indicate the veneration in which the falls were held and the sense that they housed a powerful being or beings.”^[5]

Despite this deep reverence for Owámniyomni, cataclysmic changes occurred with the onslaught of European expansion as “fourteen major land cession treaties, and some smaller agreements.... ultimately resulted in the nearly complete exile of the Dakhóta people...”^[3] The 1805 Pike Treaty, which included thousands of acres, claimed nine miles of land around Owámniyomni. Subsequent treaties resulted in the mass exile of the Dakhóta from the region. Conditions on harsh and undeveloped reservations resulted in the genocide of many Dakhóta as well as the destruction of vital food sources, the conflict over Dakhóta land in 1862, and the mass execution of Dakota 38 plus 2 in 1863. Federal Indian policy was devised to eliminate the Dakhóta **wičhóuŋ** (way of life).

Industrialization began dominating the riverbanks of Owámniyomni in the mid-19th century when flour and sawmills were constructed by harnessing the power of the falls. By 1880 Minneapolis was the flour milling capital of the world.^[6] This industry spurred economic growth and wealth which benefited European-American residents and created the inequitable systems that continue to impact the lack of wealth and economic stability of many of the City’s residents today.

The geology and landscape of the riverway have been altered many times to harness its incredible energy, industrialize the waterway and allow for the passage of boats and barges. This included the destruction of **Wita Naġi** (Spirit Island), a site sacred to the Dakhóta, in the early 1960’s for construction of the lock and dam.

C. WATER WORKS AT MILL RUINS PARK AND OWÁMNIYOMNI OKHÓDAYAPI

[Water Works at Mill Ruins Park](#) is a park of the Minneapolis Park and Recreation Board (MPRB) and part of the Central Mississippi Riverfront Regional Park. It overlooks Owámniyomni and Ĥaḥa Wakpá. Its Phase 1 amenities include a pavilion, Owámni restaurant, a large seating and lawn area, gas fire pits, native plants and a playground.

Five acres of federal property next to the Park are expected to be transferred to [Owámniyomni Okhódayapi](#). MPRB and Owámniyomni Okhódayapi are exploring collaboration at Owámniyomni and a future expansion at Water Works Phase 2 on the river just south of the park. This public art project could be integrated into Phase 1 or Phase 2.

D. NEIGHBORHOODS AND AREA

Water Works is in Downtown West, the neighborhood and business hub of Minneapolis. This area includes the Orpheum Theatre, Orchestra Hall, Target Center, Nicollet Mall and the Minneapolis Skyway system. Downtown West is also home to a large shelter-seeking community, with 1200 emergency shelter beds. This neighborhood is bordered by the North Loop, Loring Park, Elliot Park and Downtown East communities.

Project

E. ARTWORK HONORING OWÁMNIYOMNI

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

- Center Dakhóta values, stories and voices;
- Recognize the lasting resiliency and influence of Native **tuwáwa** (people).
- Build collective relationships to **makoče** (land) and **mni** (water).
- Cultivate collaboration, inclusivity and shared success.
- Support the growth of artists.

There are opportunities for both a large scale mural and free-standing sculptures to be created for this site.

F. COMPENSATION AND BUDGET

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

Following submission of the draft concepts and interviews with the panel, the final artist/artist team will be selected according to the criteria described in Section L, page 8.

Compensation and Budget for the Selected

Artist or Team: The total budget for the public art project is \$425,000 which includes \$30,000 for the community engagement and design phase and \$395,000 for the fabrication and installation phase. This budget will cover all of the artist/artist team's fees and expenses (including travel). A large portion of the budget will go to fabrication and installation costs.

Contracts with the selected artist/artist team will define stages of completion and a payment



schedule. The first contract for \$30,000 will cover only the community engagement and design phase. Fabrication and installation will be covered in a second contract.

Compensation is based on submitting completed deliverables and not on number of hours worked. Artists responsibilities for this project, including community engagement, as well as the staff support available to the artist/artist team are detailed in Section F below.

G. ARTIST'S RESPONSIBILITIES

Artists/artist teams will meet and collaborate with community, steering committee, project staff and project partners, including the Minneapolis Park and Recreation Board.

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

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

Engagement and Design

- Work closely (and in person when needed) with project staff members and project partners.
- Develop and implement a community engagement plan for this project in collaboration with staff.
- Develop and refine concept designs with input from community, the steering committee and staff.
- Develop designs that meet all applicable codes, such as safety and Americans with Disabilities Act requirements.
- Develop designs that meet all functional requirements. (For example, if an artwork is also a railing, it needs to meet all railing requirements.)

- Develop final drawings, presentation materials, cost estimates, a budget, a timeline, and other visual and written deliverables.
- Provide designs and written materials for the City and MPRB to obtain approvals from all appropriate entities, including the Public Art Advisory Panel and the Minneapolis Arts Commission

Communications and Administration

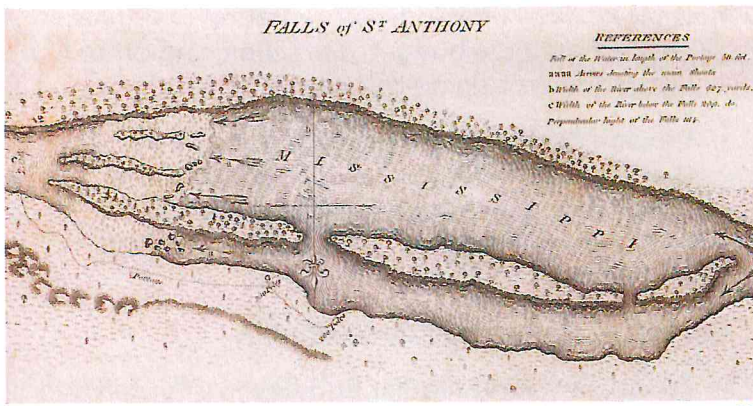
- Provide ongoing regular updates to City staff and project managers through regular meetings and email communications.
- Coordinate as needed with other consultants for the project.
- Submitting invoices for payment according to City procedure.
- Communicating with staff prior to sharing information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

Maintenance and Fabrication

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

Installation and Site Preparation

- Deliver and install the artwork in coordination with the site needs and schedule.
- Carry adequate insurance coverage for the project as per the City's attached General Conditions.
- Obtain necessary permits. (City staff can help identify these.)
- Comply with safety standards set by site construction managers and architects.
- Restore the site to its previous condition after installation, such as replacing nearby plantings.



Map by Zebulon M. Pike ^[6]

Copyright and Ownership

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

Documentation

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

Applying

H. APPLICATION TIMELINE

March 27, 2025: Call for artists opens and is posted on [the City's website](#) and distributed to Tribal Nations and Native-led organizations to share with artists.

April 8-22: Artist informational meetings:

- April 8, 4:00 p.m., Minneapolis American Indian Center, [1530 E Franklin Ave, Minneapolis](#), online and in person. For a link to the on-line meeting, contact Lydia.FourHorns@minneapolismn.gov.
- April 16, 4:00 p.m. Upper Sioux Indian Community, Tribal Headquarters, [5722 Travers Lane, Granite Falls, MN, 56241](#). In person only.

- April 17, 4:00 p.m., Çanşayapi Wicoičage Oŋi, Lower Sioux Indian Community, [39527 Reservation Hwy. 1, Morton MN, 56270](#). In person only.
- April 22, 4:00 p.m., Red Wing Arts, [418 Levee Rd, Red Wing, MN 55066](#). In person Only

April 15: Informational Meeting Video from April 8 posted on [the City's website](#).

April 23: Artist assistance begins (see section K below).

May 14: Last day for emailing questions about the call and applying.

May 19: Answers to questions posted [the City's website](#).

May 28, 4:00 p.m., CST: APPLICATION DEADLINE.

Week of June 23: Finalists notified and provided details on their presentation materials. This includes submitting drawings of a conceptual idea for the project.

June 26 or 27: Finalist Informational Meeting.

Week of July 21: Finalist presentations deadline and and interviews.

Week of July 28: Selected artist/artist team notified.

Month of August: Contracting.

Fall 2026 or Spring/Summer 2027: Project completion.

I. WHO IS ELIGIBLE TO APPLY?

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

- The project is open to artists residing in the United States and Canada.
- *Native American/American Indian/First Nations people are invited and encouraged to apply.*
- City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs).
- Individual artists or teams, traditional and contemporary artists, and experienced and emerging artists may apply. Artist teams are strongly encouraged.

- Artists do not need experience completing a public art project, but should have the capacity to meet the project requirements with assistance from staff.
- Artists must have in-depth knowledge and understanding of Dakhóta culture and language. They must have in-depth knowledge of Dakhóta relationships to Owámniyomni and Wíta Náǵi, and the land and water of the area.
- Artists must have in-depth experience collaborating within the Dakhóta community.
- Artists applying must be readily available during the timeline. (See Section H, page 6).
- Artists currently under contract with the City or MPRB for art projects may not be eligible, depending on the timeline and schedule for those projects. Contact Lydia.FourHorns@minneapolisismn.gov for more information.
- Current City staff, Minneapolis Park and Recreation Board staff and Minneapolis Arts Commissioners are not eligible.
- This project is seeking artists/artist teams who are practicing artists. Architectural, engineering and design firms; galleries; organizations; art consultants; fabricators and project managers are not eligible to apply and should not be included in applications.
- To ensure that the selected artist is capable of honoring Owámniyomni, the City has included requirements that the artist must have “in-depth knowledge and understanding of Dakhóta culture and language,” “in-depth knowledge of Dakhóta relationships to this place, to its land and water, and history, including Owámniyomni and Wíta Náǵi,” and “in-depth experience collaborating within the Native American community.” The City’s evaluation criteria will focus on ensuring that the selected applicant has a deep and authentic relationship with the Dakhóta community.
- The City is aware of the Indian Arts and Crafts Act of 1990, which governs the marketing of art and craft work as Indian produced, an Indian product, or the product of a particular Indian, Indian tribe, or Indian arts and crafts organization resident. As part of the City’s application review, the evaluation criteria is whether an applicant is in compliance with this law (and other laws), and the City will not contract with applicants who are in violation of the law.
- *How this works in practice:* This selection process has two phases. In phase one, finalists are selected. In phase two, the finalists submit draft designs for an artwork. The selection panel reviews these draft designs and selects the final artist/artist team for the project. Finalists who indicate their design is an Indian Product will be required to document they comply with the requirements of the Indian Arts and Crafts Act.

Applications from Teams: There is no restriction on the number of team members. Small teams are recommended to ensure simplicity in project coordination. A lead artist must be identified in the application as the main contact for the project. This artist will serve as the liaison and communicate between the artist team and City staff. Not all team members need to meet the eligibility requirements, however, it is strongly recommended most team members do. It is also strongly recommended most members have previous experience working together as a team on at least one project. Additional team members may also be considered after beginning work on the project.

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

- Equal protection laws apply to all City contracting, which means the City cannot restrict contracting opportunities to members of a certain race or nationality or prioritize applicants from certain races or nationalities.

J. HOW TO APPLY

1. Attend the optional artist informational meetings. To receive information about the meetings or a link to the online meeting on April 8, contact Lydia.FourHorns@minneapolisismn.gov. A video of the April 8 meeting will be posted on April 15 on [the City’s website](#).
2. All questions regarding this application should be submitted in email to: Lydia.FourHorns@minneapolisismn.gov by May 14, 4:00 p.m. Central Time.
3. Review the final posted questions and answers posted on [the City’s website](#) as an attachment to this Call for Artists by May 19, 2025. If you want to be on the weekly email list to receive questions asked and answers to date, email Lydia.FourHorns@minneapolisismn.gov.

4. Complete the [online application form](#) by May 28, 4:00 p.m. This on-line application form includes answering questions, submitting a resume or bio, providing references and letters of recommendation and uploading images of artworks. Handwritten or audio applications may be submitted upon request. Contact [Lydia.FourHorns@minneapolismn.gov](#).

K. GETTING ASSISTANCE

Optional: Contact one of these organizations to receive free assistance in developing your application.

- Nicole DeBoer, Executive Director, SW MN Arts Council, nicole@swmnarts.org.
- Andy Sturdevant, Artist Resources Manager, Springboard for the Arts, andy@springboardforthearts.org.
- Eileen O'Keefe, Executive Director, LSC Arts Incubator, eileen.okeefe@lowersioux.com.
- Emily Foos, Executive Director, Red Wing Arts/ Honoring Dakota Project, emily@redwingarts.org.

L. HOW WILL APPLICATIONS BE REVIEWED?

Selection Panel:

An independent selection panel will include people with the following:

- Strong **Wósdóya** (knowledge) of Dakhóta stories, **iyápi** (language) and culture.
- Strong knowledge of traditional and contemporary Native art and culture.
- Strong knowledge of stories, history, water, landscape and plantings of the area around Owámniyomni.
- Strong connections to Native communities and tuwáwa (people), particularly the communities with a connection to Owámniyomni.

Selection Criteria:

The selection panel will review and evaluate applications based on the following (note that the bullets in this section are examples of ways that artists may meet the criteria—they are not requirements):

Center Dakhóta Values, Stories and Voices

- Does the artist/artist team have demonstrated Wósdóya (knowledge) of Dakhóta traditions,

history and present culture?

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

Recognize the Lasting Resiliency and Influence of Native Tuwáwa (People)

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

Build Collective Relationships to Makoče (Land) and (Mní) Water

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

Cultivate Collaboration, Inclusivity and Shared Success

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

Support the Growth of Artists

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

FOOTNOTES

^[1]The spelling of Dakhóta words for this Call for Artists recognizes there are many Dakhóta orthographies. For this Call for Artists, the standard Dakhóta orthography used by the [University of Minnesota's Dakota Language Program](#) was chosen.

^[2] Most audio translations in this document were provided by Bernadette Toscano-White Face, (Oglala Lakota) Dakota Language Teacher, Bdoté Learning Center.

^[3]Two Pines Resource Group, LLC. *Native American Context Study and Reconnaissance Level Survey Statement*, prepared for [The City of Minneapolis Department of Community Planning and Economic Development](#), July 2016.

^[4] Owámniyomni Okhódayapi. *Name Change Centers Dakhóta Language, Honors Native History and Signals an Enduring Commitment to Indigenous Culture*, November 27, 2023 [blogspot](#).

^[5] Westerman, Gwen, White, Bruce. *Mni Sota Makoce, The of the Dakhóta*, St. Paul; Minnesota Historical Society Press, 2012.

^[6] Minnesota Historical Society, "[Minneapolis Flour Milling Boom](#)."

^[7] Pike, Zebulon. From *An Account of Expeditions to the sources of the Mississippi*, Philadelphia, C. & A. Conrad, 1810.

^[8] Based on drawing from: Carrie A. Lyford, *Quill and beadwork of the western Sioux, Illustrated with photographs and drawings*; Education division, U.S. Office of Indian Affairs, 1979. "Whirlwind or Sunburst, enclosed in a circle to represent the world (East Santee)."

- Permits to neighborhoods and community groups for art projects in the public realm/
- For more information about City of Minneapolis public art visit [the City's website](#).

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



^[8]

CITY OF MINNEAPOLIS PUBLIC ART DEPARTMENT OF ARTS & CULTURAL AFFAIRS

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

- New commissions through the Art in Public Places program.
- The conservation and maintenance of the City's collection of over 100 works located across Minneapolis.
- Support to other departments and agencies developing public facilities, infrastructure, and public art projects.

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

(Revised: Jan 15, 2019)

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

1. City's Rights

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

2. Equal Opportunity Statement

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

3. Insurance

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

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

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

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability Professional Liability** (required for Consultants and/or Subcontractors who perform licensed professional services for the Project) Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.

4. Indemnity and Hold Harmless

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

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

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

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

5. Subcontracting

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

6. Assignment or Transfer of Interest

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

7. General Compliance

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

8. Performance Monitoring

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

9. Prior Uncured Defaults

Pursuant to Section 18.110 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

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

12. Retention of Records

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

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

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

14. Data Practices

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

15. Inspection of Records

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

16. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)" Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or

subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. Applicable Law

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

18. Conflict and Priority

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

19. Travel

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

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

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

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

The Consultant grants to the City and its successors or assigns, a nonexclusive, irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications. The Consultant represents and warrants its work, service, and/or deliverables under this Contract do not and will not infringe upon the proprietary or intellectual property rights of any other persons or entities.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.180, 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 \$175,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: [Equal Benefits Ordinance](#)

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) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

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

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

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). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy-five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled “Subcontracting” in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified

MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

27. Miscellaneous Provisions

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

