

# Bryant Park Sculpture

## Request for Qualifications

**RFQ** - The City of Bloomington's Office of Creative Placemaking and Parks and Recreation Department invite public artists to submit qualifications for the design, fabrication, and installation of an interactive artistic sculpture which will be located at Bryant Park, serving as a striking focal point within the landscape. The sculpture should be unique and specific to the site. The sculpture should have a theme drawing from nature, highlighting the importance of wetland and water quality improvements, providing an opportunity to inform and inspire visitors. The sculpture design must be inclusive, featuring accessible elements that ensure safety and accommodate a wide range of abilities and ages. It should also be engineered to include climbable features that allow for safe interaction by people of all abilities. Materials must be durable and appropriate for exterior applications within the climate of Minnesota.

**ELIGIBILITY:** This Request for Qualifications (RFQ) is open to experienced public artists and artist teams who have completed at least one commissioned outdoor public art sculpture with a budget of \$20,000 or more in the past ten years. Applicants must be 18 years or older and residents of Minnesota, with priority consideration given to teams who include a Bloomington resident.

**FINAL PROJECT BUDGET:** The total budget for this project is \$150,000.00. This not-to-exceed total must cover all design modifications, fabrication, engineering, installation, foundation, site preparations, site visits, transportation of artwork, insurance, and other related expenses including expenses related to the design, fabrication, and installation of the sculpture. More information about the site and sculptural requirements will be made available to the finalists.

**RFQ DEADLINE:** September 5, 2025, 10:59 PM Central Standard Time

## HOW TO APPLY?

### Step One: RFQ – Submit by September 5, 2025, 10:59 PM Central Standard Time

Please apply online through CaFE™ at the following link:

[https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=15851](https://artist.callforentry.org/festivals_unique_info.php?ID=15851)

In addition to your contact information, you will be asked to provide the following:

- Up to one-page letter describing interest in the project and goals, relevant experience, and approach to design.
- One-page biographical information or resume. If you have multiple team members, please provide brief biographical information on each essential member but do not exceed one page.
- Work Samples: up to 10 images of recent relevant art projects (one of which should be for an outdoor art sculpture completed within the last 10 years with a budget of \$20,000 or more). Please provide a brief description and final cost for each. Follow CaFE™ image requirements: JPEG format only, 1200 pixels on the longest side, less than 5 MB in size. Visit the [CaFE Help Page](#), for more information on image requirements or for help resizing images.
- One-page listing three references who can speak about your ability as an artist and collaborator. Include email and phone number for each reference.

*Do not submit a project proposal or design at this time.*

## Step Two: Selection Criteria for Artists – Notification by September 22, 2025

The submitted qualifications will be evaluated by a selection panel composed of stakeholders, staff, community members, and public art professionals. The panel will select three finalists based on the following criteria:

1. 40%: Quality of the letter of interest including an understanding of the project description and goals, and approach to design.
2. 40%: Artistic quality and relevance of artwork samples.
3. 10%: Demonstrated experience with a parks-based project, or collaboration with the public sector or community organizations.
4. 10%: Understanding of and/or connection to Bloomington.

## Step Three: Selection of artist/team to create Bryant sculpture Notification by October 20, 2025

Three finalists will be selected and scheduled to present their concept design proposal in person to a selection panel the week of **October 13, 2025**. Specific information on the presentation will be provided to the three finalists. Finalists will also be required to attend an onsite meeting with City staff. Each finalist/team will receive a **\$2,000 design payment inclusive of any travel expenses**. Payments are only available via check. A basic, digital design image and description will be requested and distributed to the panel one week prior to scheduled presentation. The concept design presentation should include visuals in the form of digital presentation, a scale model, drawings, or a combination of formats. The presentation should also include a detailed description of how the design meets the goals of the project, key team members, past experience, a project timeline, ongoing maintenance needs and related estimated costs, and a budget outlining how the proposed sculpture will fit within budget parameters. The ideal anticipated installation date of the Bryant Park sculpture is in Spring 2026. If the artist/team requires more time, they should state that in their presentation. The panel will consider the following criteria when selecting the artist/team:

1. 40%: Artistic quality and structural integrity. Is the concept design visually engaging, and does it fit well within the project theme, goals, and context of the park? Will the sculpture engage a broad audience in a meaningful way? Does the sculpture design consider safety and accessibility? Does the artist address if the materials are durable and appropriate for Minnesota climate?
2. 30%: Experience and qualifications. Does the artist/team have experience with sculpture projects including those working with parks, municipalities, or community organizations? Does the artist demonstrate the technical ability to execute a project of this scale and complexity?
3. 20%: Timeline, budget, and maintenance needs are clearly outlined and appropriate.
4. 10%: Communication and collaboration skills. Ability to communicate design concepts clearly. Artist/team demonstrates professionalism and spirit of collaboration.

## Bryant Park Sculpture Timeline:

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**Deadline to Submit Questions:** August 29, 2025 by 5 p.m.

**RFQ – Qualification Proposals Due:** September 5, 2025, 10:59 PM CST ([online via CaFE™](#))

*(Do not submit a project proposal or design at this time.)*

**Artist Applicant Notification and Finalists Selected by:** September 22, 2025

**Site Meeting for Finalists:** To be determined with finalists and staff week of **September 29, 2025**.

**In-person Design Presentations by the Finalists:** Week of **October 13, 2025**

**Selection of Artist/Team By:** October 20, 2025      **Installation of Sculpture:** Spring 2026

*\*Dates subject to change.*

## WHERE AND WHY?

Bryant Park in Bloomington, Minnesota, is undergoing a significant transformation as part of an initiative driven by community input and a comprehensive park master plan. The newly redesigned space will feature a fully accessible playground, a central park shelter, a skate spot, and improved circulation, all focused on inclusivity and sustainability. As part of the reimagined park, a sculpture will be integrated to reflect the park's values of nature education, community connection, accessibility, and engagement, creating a lasting symbol for both residents and visitors. The Bryant Park renovation incorporates significant enhancements to natural resources, focusing on wetland and water quality improvements. The park's ponds, which play a crucial role in filtering water from surrounding areas, will undergo dredging to remove sediment, optimizing their function. Restoration of the pond banks will also be part of the project, ensuring that these natural features continue to serve as an environmental asset while complementing the park's new amenities. This commitment to sustainability will help create a harmonious balance between recreational spaces and the park's natural ecosystem. For complete details and regular updates on the project, visit [blm.mn/park-improvements](https://blm.mn/park-improvements).

## LOCATION

Bryant Park is located at 999 West 85<sup>th</sup> Street, Bloomington, MN 55420. The sculpture will be located on the west lawn adjacent to the park shelter building at Bryant Park. To view updated Bryant Park layout and design, visit [blm.mn/park-improvements](http://blm.mn/park-improvements).

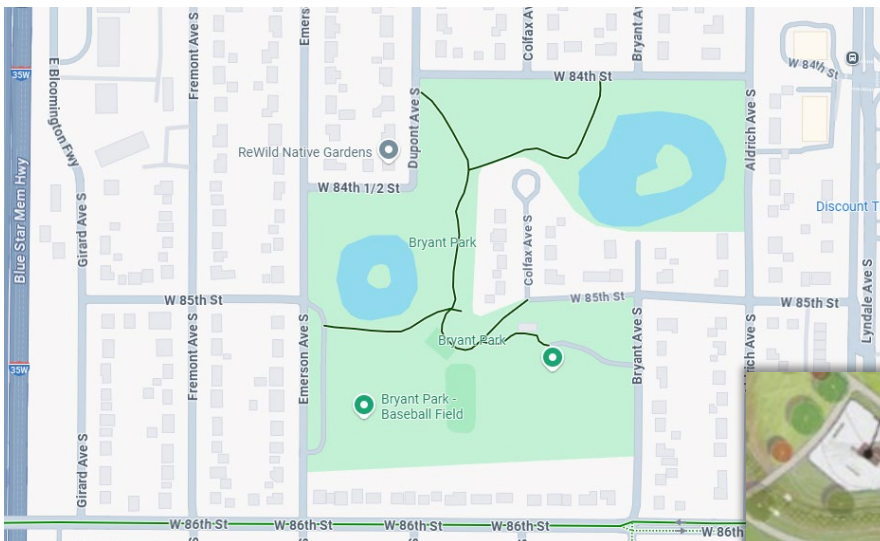


Image 1 Bryant Park map, with cross streets for context.

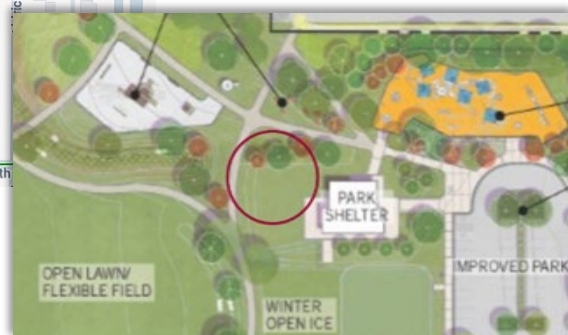


Image 2 Bryant Park, sculpture site, approximate location

## STILL HAVE QUESTIONS?

We encourage interested applicants to learn more about Bloomington Creative Placemaking efforts by visiting [blm.mn/placemaking](http://blm.mn/placemaking), and the Parks & Recreation Department and its history by visiting [blm.mn/parks](http://blm.mn/parks).

It is the responsibility of the applicant to inquire about any portion of the RFQ that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFQ. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days.

Please direct questions to: Kathryn Murray, Creative Placemaking Specialist at [placemaking@bloomingtonmn.gov](mailto:placemaking@bloomingtonmn.gov). Any questions concerning the RFQ must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place "Bryant Sculpture RFQ Question" in the subject line.

Please do not ask other City personnel questions, as information gathered from other sources may not reflect the correct position or interest and could result in disqualification.

A Question and Answers addendum related to this RFQ will be updated as questions come in and can be found at <https://www.bloomingtonmn.gov/pl/bryant-park-sculpture-rfq>. The last date that answers will be posted is September 2, 2025.

*Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.*

## ADDITIONAL RFQ CONSIDERATIONS & RESPONSIBILITIES OF SELECTED ARTIST/TEAM

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### DISPOSITION OF RESPONSES

- (1) All materials submitted in response to this RFQ will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Artist submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Artist must: Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic; and
- (2) Include a statement in the Letter of Interest with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFQ, the Artist agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFQ for a minimum of seven (7) years.

Please note: The following information and the attached form of agreement sample are for the consideration of any interested applicant. This information is provided so that all applicants have a better understanding of their responsibilities and requirements should they be selected and contracted by the City of Bloomington for this project. Agreement is subject to change.

### CONTRACT TERMS

The clauses included in the sample form of agreement (Attachment A) will be included in the contract between the City and the selected Artist that has been chosen to provide the Services described herein. Any exceptions to the contract terms and conditions included in the RFQ **must be identified** by the selected Artist in the response to this RFQ. The City reserves the right to amend contract terms on a case by case basis.

### INSURANCE REQUIREMENTS

Artist shall maintain insurance coverage, naming City as additional insured, as described in Attachment A. The Artist shall not commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Artist shall be responsible for maintaining a valid certificate of insurance throughout the term of the Contract, as required in the sample agreement.

ATTACHMENT A: SAMPLE FORM OF AGREEMENT  
**[INSERT FULL NAME OF ARTIST]**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between **[INSERT FULL NAME - ALL CAPS/BOLD]**, a [(choose one of the following) a Minnesota Corporation / a Limited Liability Company / a Partnership] located at [full address of Artist] (“Artist”), and the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road Bloomington, Minnesota 55431-3027 (“City”):

**RECITALS**

- A. Artist is engaged in the business of providing [fill in type of service the Artist will be provided] services.
- B. The City desires to secure a contract to provide [fill in specific services the City wants the Artist to provide].
- C. Artist represents that it has the expertise and capabilities to provide the City with the requested services.
- D. City desires to engage Artist to provide the services described in this Agreement and Artist is willing to provide such services on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the City and Artist agree as follows:

**AGREEMENT**

- 1. **Services to be Provided.** Artist agrees to provide the City with [fill in type of services provided same as A. above] services as set forth in Artist’s Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between the City and Artist (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of [completion date of contract] or completion of the project unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The consideration, which City shall pay to Artist and shall not exceed \$[fill in \$ amount of contract], for both the Services performed by Artist and the expenses incurred by Artist in performing the Services, shall be as set forth in Exhibit A and incorporated herein to this Agreement. City shall make progress payments, based on satisfactory completion of each phase of the Services, which shall be determined by the City’s Authorized Agent.
- 4. **Expense Reimbursement.** Artist will not be compensated separately for necessary incidental expenses. All expenses of Artist shall be built into Artist’s fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of City, which approval may be provided via electronic mail.



5. **Approvals.** Artist will secure City's written approval before making any expenditures, purchases, or commitments on City's behalf beyond those listed in the Services. City's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Artist may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City;
  - c. City may terminate this Agreement at any time at its option, for any reason or no reason at all;
  - d. City may terminate this Agreement immediately upon Artist's failure to have in force any insurance required by this Agreement; or
  - e. City may immediately terminate this Agreement without penalty if City does not obtain funding from the State of Minnesota, the federal government or any other funding source; if funding is withdrawn or cancelled, or if funding cannot be continued at a level sufficient to allow for the payment of the Services. City must provide Artist written notice of the lack of funding within a reasonable time of City's receiving its notice. City is not obligated to pay for any Services that are provided by Artist after reasonable notice and effective date of termination. However, Artist will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that funds are available.

In the event of a termination, City shall pay Artist for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination, except as otherwise provided in paragraph (e). As set forth in this Agreement, the parties agree that certain paragraphs in this Agreement survive termination of this Agreement.

7. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Artist, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Artist shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Artist's breach.
9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, Artist agrees that the books, records, documents, and accounting procedures and practices of Artist, that are relevant to the contract or transaction, are subject to examination by City and the state auditor or legislative auditor for a minimum of six years. Artist shall maintain such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.
10. **Indemnification.** To the fullest extent permitted by law, Artist, and Artist's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Artist's (or its subcontractors, agents, volunteers, members, invitees, representatives,

or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

11. **Insurance.** Artist shall maintain reasonable insurance coverage throughout this Agreement. Artist agrees that before any work related to the approved Project can be performed, Artist shall maintain at a minimum:
- Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181;
  - Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage; and
  - Auto Liability insurance as required by the state the vehicle is licensed in.

To meet the minimum Commercial General Liability and Auto Liability requirements, Artist may use a combination of Excess and Umbrella coverage.

Artist shall also name City as an additional insured on its Commercial General Liability and Umbrella or Excess policies, and will provide City with a current certificate of insurance that includes the following language: **"The City of Bloomington is named as an additional insured with respect to the commercial general liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages."** The certificate of liability insurance must also contain a statement that Artist or its insurance provider shall not cancel or amend the policies included on the certificate unless thirty (30) days' written notice is provided to City, or ten (10) days' written notice in the case of non-payment. These obligations survive termination of this Agreement.

12. **Waiver of Subrogation.** To the fullest extent permitted by law, Artist waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability, commercial general liability, or umbrella or excess liability insurance obtained by Artist pursuant to Paragraph 11 of this Agreement. Artist shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
13. **Assignment and Subcontracting.** Neither City nor Artist shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
14. **Independent Contractor.** Artist shall be deemed an independent contractor. Artist's duties will be performed with the understanding that Artist has special expertise as to the services which Artist is to

perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Artist. The manner in which the services are performed shall be controlled by Artist; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Artist is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Artist pursuant to this Agreement shall be provided by the Artist as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

15. **Compliance with Laws.** Artist shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Artist agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement. Artist's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Artist agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City. These obligations survive termination of this Agreement.
16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and Artist, and supersedes any other written or oral agreements between City and Artist. This Agreement can only be modified in writing signed by City and Artist. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
19. **Conflict of Interest.** Artist shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of City. In the event of a conflict of interest, Artist shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide the requested services.
20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Artist. Regardless of when such information was provided, Artist agrees that it will not disclose for any purpose any information Artist has obtained arising out of or related to this Agreement, except as authorized by City or as required by law.



The Artist is the author and creator of the material submitted to the City and said material does not, and will not, infringe upon the proprietary or any intellectual property rights of any other persons or entities. These obligations survive termination of this Agreement.

21. **Agreement Not Exclusive.** The City retains the right to hire other [list type of services from Paragraph A above] service providers for other matters, in the City's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to the Artist, received from the Artist, created, collected, received, stored, used, maintained, or disseminated by the Artist pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Artist agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Artist to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
23. **No Discrimination.** Artist agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Artist agrees to hold harmless and indemnify City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by Artist or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Artist shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Artist agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
24. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is [City's department contact for this contract], the [Title of City contact] of the City, or her designee. The Artist's authorized agent for purposes of administration of this contract is [Artist's contact name], and all Services shall be performed by or under his supervision.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:  
  
Artist: [Artist's address, contact person information];  
City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431,  
Attn: [City's contact person]; \_\_\_\_\_@bloomingtonmn.gov; 952-563-\_\_\_\_\_;  
or such other contact information as either party may provide to the other by notice given in accordance with this provision.
26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
29. **Payment of Subcontractors.** Artist agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Artist agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
30. **Publicity.** City and Artist shall develop language to use when discussing the Services. Artist agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Artist must not use the City's logo or state that the City endorses its services without the City's advanced written approval. City and Artist agree to credit the work as "\_\_\_\_\_ by \_\_\_\_\_, commissioned by City of Bloomington."
31. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized. In the event Artist did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Artist, as described in this Agreement, personally.
33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

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**CREATIVE PLACEMAKING AND  
PARKS AND RECREATION**

**IN WITNESS WHEREOF**, the City and the Artist have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON, MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: Parks and Recreation Director

Reviewed and approved by the City Attorney.

\_\_\_\_\_

**ARTIST**

**[ARTIST'S FULL NAME - ALL CAPS/BOLD]**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON, MINNESOTA AND [INSERT FULL NAME OF ARTIST]

SCOPE OF SERVICES

*Included here, for example:*

- *Project proposal, renderings*
- *Timeline*
- *Payment plan based on deliverables*