Creative Sparks II
The Sculpture Edition

For this round of Creative Sparks the City of Bloomington’s Creative Placemaking Commission in partnership with Artistry seeks proposals for permanent or temporary sculptures that will be on display in Bloomington’s South Loop district – specifically at Bloomington Central Station Park (for temporary or permanent sculptures) or River Ridge Park (for temporary sculptures). Due to the impact of COVID-19 and the unforeseen duration of the impact and health guidelines, our intention is to create more opportunities to physically distance while enjoying the outdoors. Sculptures will be included in our South Loop Guidebook within the Otocast Audio Guide App allowing for a safe and fun way to find and learn about the new sculptures as well as other creative placemaking projects in the area. The selected sculptures will, independently and collectively, bring beauty, delight, interest, and a sense of whimsy to the area and will be enjoyed by South Loop residents, workers, and visitors. As with many creative placemaking and public art projects, these sculptures will be engaging, create interest and a more pedestrian-centric environment. They will also help drive economic and development advancements by making the area more attractive, welcoming, and dynamic.

Eligibility:
Applicants must be 18 years or older and residents of Minnesota with preference given to Bloomington and South Loop residents and those who work in the South Loop. Sculptures may be created specifically for this Call or may be existing.

Budget: $5,000 - $12,000
The Creative Sparks Review Panel will select 3-5 sculptures within a range of up to $5,000 (for temporary sculptures) or up to $12,000 (for permanent sculptures), depending on what the applicant has determined is necessary to commission/create and install the sculpture. The Budget must contemplate the sculpture’s installation including pouring concrete for the platform and/or anchoring a base as required by a licensed engineer. The budget must also include transportation, equipment, and any-other expenses associated with the creation and installation of the sculpture.

HOW TO APPLY?

Proposals are due: Monday March 1, 2021

Submit your application via CaFE™ Call for Entry.org at the following link:
https://artist.callforentry.org/festivals_unique_info.php?ID=8393

On the CaFE™ site you will be asked to include:

1. **Artist Statement** (in 3000 characters or less): Please provide a narrative description of the proposed sculpture concept and information about any inspirational or symbolic aspects of the sculpture or why it would be a good fit for South Loop or Bloomington. Include how the sculpture will be anchored (pedestal, concrete platform, ground, etc.) if permanent or temporary and life span of sculpture if temporary. Identify your all-inclusive budget (between $5,000 - $12,000) that includes or considers creation, transportation, equipment, installation, etc.

2. **The Sculpture Design:** You will be asked to download one design per applicant. However, you may provide two separate views of the same design as two individual images.
   a. The artwork sample or drawing must be saved as standard JPEGs (file dimensions should be 1200 pixels or more on the longest side; file resolution of 72 ppi/dpi (standard web resolution); file size under 5 MB.
   b. Information about the artwork sample (image) including title, medium, size (including any footing if applicable), and date of completion (or anticipated date of completion). This information will be requested when you download your images to your portfolio on CaFE™.

**Please Note:** The size of the sculpture is up to the applicant, but sculptures must be securely anchored with a base or platform that is appropriate for the sculpture’s height and weight. The review panel will be considering such factors as potential vandalism and climbability so applicants should also consider how their base might help deter from these factors. If a pedestal/base/footing for the sculpture does not currently exist, you can describe it in your statement. If doing a mock-up of a potential sculpture, please include the pedestal/base/footing in the drawing.

For more information on South Loop and the Creative Placemaking Plan please visit https://www.blm.mn/placemaking
All proposals must be received via CaFE™ no later than 11:00 PM Monday, March 1, 2021.

WHY SOUTH LOOP?
The South Loop is uniquely positioned and home to the Mall of America, the Minnesota Valley National Wildlife Refuge, numerous hotels, 4 light rail transit stations, a residential area, and significant new development opportunities. The City of Bloomington adopted a long-range plan to transform the area into a densely populated, walkable urban neighborhood featuring new housing, a variety of businesses, world-class recreation, entertainment options, and hospitality. In 2014 the City of Bloomington and Artistry initiated a Creative Placemaking Plan knowing that the arts and other creative activities can transform the neighborhood physically, socially, and culturally. The goals of the Plan are to create Urbanism, Animation, Involvement, Leadership, and Investment.

Creative Spark Sculptures will expand on the creative enthusiasm and enjoyment already experienced in the South Loop in small but powerful ways; enhancing the area and generating more interest, engagement and excitement.

THE SELECTION PROCESS

Timeline:
Webinar Information Session: Thursday, February 11, 2021, 6 – 7 PM (See below for info)
Proposals Due: by 11:00 PM Monday, March 1, 2021 via CaFE™ Link: https://artist.callforentry.org/festivals_unique_info.php?ID=8393
Selected Applicants Announced: by Monday, May 3, 2021
Selected Sculptures Installed: June 1 – September 30, 2021
(dependent on contracting process and complexity of sculpture completion/installation)

All proposals will be evaluated, ranked, and selected by a review panel. Three to five sculptures will be selected by the panel to be installed in summer, 2021. Selected applicants will sign an agreement for the scope of services that includes the Intellectual Property terms* and will receive a stipend between $5,000-$12,000 (depending on whether it is temporary or permanent, and as determined by the applicant) to execute and install their sculpture. Recipients will be responsible for completing a Final Report following the conclusion of their project which will identify how their goals were achieved and their stipend used.

*Please note: Applicants must be the author, creator or sole copyright holder of the material submitted for review and said material must not infringe upon the proprietary or intellectual property rights of any other persons or entities. If the artwork includes the likeness of real people, the applicant must obtain a release from those people for their image to be used for this purpose. The artist must also obtain all releases necessary for text and poetry if applicable. Applicants of selected projects must cooperate with the City in compliance with the law in meeting reasonable insurance requirements and attaining permits or licenses.

The City of Bloomington does not discriminate based on disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs, and activities. The City of Bloomington does not discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status or status with regard to public assistance in employment or the provision of services. Upon request, this information can be provided in Braille, large print, alternate languages, audio tape and/or electronic format.

For more information on South Loop and the Creative Placemaking Plan please visit https://www.blm.mn/placemaking
STILL HAVE QUESTIONS?

An informational webinar will take place February 11. The City of Bloomington’s Creative Placemaking Director, Alejandra Pelinka, will provide information about the application process and details including budget, installation and other aspects of this Call for Art. Attendees will be able to send real-time written questions to be answered during the webinar. Pre-registration is not necessary.

**Informational Webinar**: Thursday, February 11, 6:00 – 7:00 PM. To join the webinar, click on [this Webex link](https://webex.umn.edu/join/1772151450). Event number: 177 215 1450. Event Password: 3WAwQvx8U85.

Unable to attend the webinar but still have questions? The webinar will be recorded and made available for viewing. All inquiries, questions, or clarifications specific to this Call must be submitted by email no later than February 22. A Question and Answer (Q&A) addendum related to this Call will be updated as questions come in and can be found at [http://blm.mn/CreativeSparkSculptures](http://blm.mn/CreativeSparkSculptures).

Send written questions to Rachel Daly, Director of Visual Arts, Artistry: [rdaly@artistrymn.org](mailto:rdaly@artistrymn.org) and place “Creative Spark” in the subject line.

THE SOUTH LOOP MAP

Creative Spark Sculptures will be placed at either of these two South Loop locations
- **Bloomington Central Station Park Area (temporary and permanent sculptures)**
  8100 33rd Ave S
- **River Ridge Playlot (temporary sculptures)**
  8715 River Ridge Road

![South Loop Map](https://blm.mn/SouthLoopMap.png)

For more information on South Loop and the Creative Placemaking Plan please visit [https://www.blm.mn/placemaking](https://www.blm.mn/placemaking)
ATTACHMENT A – SAMPLE FORM OF AGREEMENT
For selected artist to fill out only. Subject to change.

[INSERT FULL NAME OF ARTIST]

THIS AGREEMENT is made this ___ day of ________, 201__ (“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”):

RECATLALS

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].00, 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.** The Artist will not be compensated separately for necessary incidental expenses. All expenses of the Artist shall be built into the Artist’s fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

5. **Approvals.** The Artist will secure the City’s written approval before making any expenditures, purchases, or commitments on the City’s behalf beyond those listed in the Services. The 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 the City upon providing thirty (30) days’ written notice to the City;
   c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
   d. City may terminate this Agreement immediately upon Artist’s failure to have in force any insurance required by this Agreement.

   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.

7. **Amendments.** 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, the Artist agrees that the books, records, documents, and accounting procedures and practices of the Artist, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Artist shall maintain such records for a minimum of six years after final payment.

10. **Indemnification.** To the fullest extent permitted by law, the Artist, and the 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 the 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; Auto Liability in an amount not less than $1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than $1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and $1,500,000.00 per occurrence for property damage. To meet the Commercial General Liability and Auto Liability requirements, the Artist may use a combination of Excess and Umbrella coverage. The Artist shall provide the City with a current certificate of insurance including the following language: “The City of Bloomington is named as an additional insured with respect to the commercial general liability, automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages.” Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days’ written notice is provided to the City, or ten (10) days’ written notice in the case of non-payment.

12. **Subcontracting.** Neither the City nor the Artist shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement 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 the Artist from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder. Any instrument in violation of this provision is null and void.

13. **Assignment.** Neither City nor Artist shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision 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.

16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Artist, and supersedes any other written or oral agreements between the City and the Artist. This Agreement can only be modified in writing signed by the City and the 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.** The Artist shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Artist shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.

20. **Work Products and Ownership of Documents.** The City and Artist may photograph, videotape, and otherwise record or document images related to and arising from the Services throughout the fabrication and installation process and after installation. Artist and City may use their own resulting images or documentation for any purpose using the
agreed upon credit as required in Section 30 of this Agreement. Nothing in this Agreement prohibits the City and Artist from sharing images or documentation of the Work to promote City or Artist activities and initiatives provided the images and documentation is properly credited as required by Section 30 of this Agreement.

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 and rights set forth in this Section 20 survive the 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. Artist agrees to comply with Americans with Disabilities Act as amended, 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 the 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 the Artist or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Artist shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Artist agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements.

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 in partnership with Artistry.”
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 or she is duly authorized. In the event the Artist did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Artist, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

33. **Recitals.** City and the Artist agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]
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: City Manager

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