



106th Street Underpass Mural and Lighting

Request for Qualifications

RFQ - The City of Bloomington in partnership with Artistry invite experienced public artists/teams to submit qualifications for the design and installation of a unique mural and lighting feature for the newly constructed 106th Street/35W bridge underpass. The mural and lighting feature will engage and revitalize the neighborhood with a creative focal-point while also making the underpass more pedestrian friendly.

Eligibility:

This Request for Qualifications (RFQ) is open to experienced Minnesota-based public artists/teams that have completed at least one commissioned outdoor public art piece in the past ten years. Priority will be given to artists/teams that have mural and/or creative lighting feature experience. Applicants are welcome from the state of Minnesota and should have an understanding of or experience with murals and public art installations that address the climate and ecosystem specific to Minnesota and this site in particular. Finalists must have the ability to attend an in-person interview and presentation of design.

Final Project Budget - \$135,000

The total budget for this project is \$135,000. This not-to-exceed total must cover all design modifications, fabrication, installation, infrastructure, site preparations, electrical work, site visits, community engagement, transportation of artwork and artists, insurance, permit fees, and other related expenses. More information about the site and requirements will be made available to the finalists.

Deadline: RFQ deadline: August 3, 2020, 11:00 PM CST

WHERE AND WHY?

Founded in 1858, Bloomington is located in southern Hennepin County and is bounded by Interstate 494 to the north, Highway 169 to the west and the Minnesota River to the south and east. The MSP International Airport is directly north of the city. Light rail transit connects the South Loop District, which contains the Mall of America, to the airport and downtown Minneapolis. Bloomington is home to more than 85,000 residents and 90,000 jobs. Major industries include retail and entertainment, hotel and restaurant, health maintenance and computer manufacturing.

Bloomington is a welcoming, vibrant city with tranquil parks, green spaces, creeks, marsh land, and lakes. A myriad of annual and special events and recreational facilities help make Bloomington an active and creative community. In fact, with seven independent, non-profit arts organizations housed in the Bloomington Center for the Arts at Civic Plaza and a unique Creative Placemaking department and Commission, Bloomington boasts temporary and permanent public art installations and events that make the City distinctive and exciting.

The neighborhood that will benefit most from this particular public art project is located near the intersection of 106th Street and Highway 35W. It is a residential area that consists of both single and multi-family homes and apartments, senior living complexes, a retail area, and within walking distance of two schools. This underpass is utilized by drivers, bikers, and pedestrians, including children walking to and from school. Improvements were recently done to the area's infrastructure to make it a more pedestrian friendly area.

The 106th Street Underpass Public Art Project will help the City achieve this goal by enhancing the underpass with a colorful mural and lighting feature so that it provides a creative element of surprise and delight to travelers both day and night, making it a more enjoyable and safe place to walk. Ideally this public art project will reflect the unique history or attributes of the neighborhood while eliciting excitement and enjoyment from people of diverse ages and backgrounds.

There are two aspects of this project: A mural and a lighting feature. The mural can incorporate all or parts of the underpass (walls, under bridge, wing walls and sidewalks). The creative lighting elements can be as simple or extravagant as the artist/budget/electrical power allows. selected artist will need to work with the City and Minnesota Department of Transportation to ensure the lighting adheres to regulations.

Although not required, it is likely that both mural and lighting specialists will apply to this RFQ as one team.

HOW TO APPLY?

Selection process

Step 1: RFQ – Submit by August 3, 11:00 PM Central Standard Time

Please apply online through CaFE™ at the following link: <https://bit.ly/2CZVdvT>

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

- One-page letter describing interest in the project, approach to design and research as well as a statement addressing eligibility criteria.
- One-page listing 1-3 references of recently completed projects including at least one commissioned piece that reflects public mural and/or art lighting features in the past ten years. Please include contact information and commissioned amount with each reference.
- 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 your recent projects (at least one of which should be for a commissioned piece that reflects public mural and/or art lighting features which was completed in the past ten years). 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.
- *Do not submit a project proposal or design at this time.*

Step 2:

Selection of finalists – Notification by August 28, 2020

The submitted qualifications will be reviewed by City of Bloomington’s Creative Placemaking Commissioners and staff and three finalists will be selected.

A selection of three finalists will be based on the following equally weighted criteria:

1. Quality of letter of interest
2. Quality and relevance of work samples
3. Ability of artist/team to complete project (within budget and timeline) based on prior work experience

All applicants will receive notification of the panel’s decision by August 28, 2020

An RFP will be released to the three finalists within two months of selection notification.



Step 3:

Selection of artist/team to complete the 106th Street Underpass Project

In February, 2021 the three selected finalists will be scheduled to present their design proposal in person to a review panel. The panel will consist of a creative placemaking commissioner, public art expert, a local school representative, and four community members/local stakeholders. Each finalist/team will receive a **\$1,000 design stipend inclusive of any travel expenses**. The presentation of designs should include visuals in the form of drawings, projected digital images, or a combination of formats. The presentation should also include a detailed written description of ideas to engage and involve the community, how the design meets the needs of the project, as well as a budget outlining how the proposed mural/light feature will fit within budget parameters. Specific information on the project goals, guidelines, and design presentation requirements will be provided to the three finalists. The panel will consider the following equally weighted criteria when selecting the artist/team:

1. Understanding and embodiment of the project description and goals;
2. Ability to communicate design concepts clearly;
3. Ability to work within design parameters;
4. Past projects including those working with municipalities, communities and/or diverse groups of people. Ideas for how they would engage and involve the community in this project;
5. Understanding of the City of Bloomington, the 106th street area and its diverse community and stakeholders;
6. Spirit of collaboration and amenable work ethic.

Notification of selected artist/team in March, 2021. Following the design presentations, one artist/team will be selected and commissioned to complete the sculpture project with an all-inclusive budget of \$135,000.

The anticipated installation date of the 106th Street Underpass Project is summer of 2022.

106th Street Underpass Public Art Project Timeline:

RFQ – Qualification Proposals Due: Monday, August 3, 11:00 PM Central Standard Time (**online via CaFE™**
<https://bit.ly/2CZVdvT>)

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

Three Finalists Selected: August 28, 2020

In-person Design Presentations by the Three Finalists: February, 2021

Selection of Artist/Team: by March 31, 2021

Installation of 106th Street Underpass Public Art Project: Summer, 2022

LOCATION DETAILS

Location of the 106th Street Underpass Public Art Project

The bridge abutments (two interior walls) are about 126 feet wide and 15-18 feet tall each. Photos of the bridge and walls can be accessed online at: <https://tinyurl.com/y9rxoydm>. Since this location is under construction, we discourage applicants from visiting in person at this time. We will arrange a site visit for selected finalists.



STILL HAVE QUESTIONS?

We encourage interested applicants to learn more about The City of Bloomington and this re-development project by visiting: <https://www.bloomingtonmn.gov/eng/w-106th-street-i-35w-interchange>

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

A Question and Answer (Q&A) addendum related to this RFQ will be updated as questions come in and can be found at <http://blm.mn/106thStreetMural>. Any other questions regarding this RFQ may be directed to the contact below prior to July 27, 2020.

Please direct questions to: Rachel Daly, Director of Visual Arts, Artistry: rdaly@artistrymn.org
 All questions concerning the RFQ must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place "106th Street Public Art Project" in the subject line.

The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

RESPONSIBILITIES OF SELECTED ARTIST/TEAM

The legal information...

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 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 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.

The City will not consider the prices submitted by the Artist to be proprietary or trade secret materials.

Responses to this RFQ will not be open for public review until the City decides to pursue a contract and that contract is executed.

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 form of agreement (Attachment A) will be included in the contract between the City and the Artist that has been chosen to provide the Services described herein and in the Artist's Proposal. Any exceptions to the contract terms and conditions included in the RFQ must be identified in the submitted Proposal.

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

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”):

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].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*

SAMPLE