

REQUEST FOR PROPOSALS (RFP)-
Name of the Project

EVENT #1760

City of Saint Paul | Name of Department

RELEASE DATE
MONDAY, SEPTEMBER 21, 2026

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1. Project Overview

The City of Saint Paul, in partnership with Public Art Saint Paul (PASP), seeks proposals from professional artists or artist teams to design and install a site-specific, permanent public artwork as part of the [Minnesota St. Reconstruction Project](#) utilizing glazing, lighting, flooring, architectural surfaces, or a combination of media appropriate to the skyway environment.

The project falls under the City's Public Art Ordinance (2009), which designates 1% of eligible capital improvement project costs for public art.

The Minnesota Street Reconstruction Project extends from Kellogg Boulevard to 11th Street and was completed in 2025. The reconstruction improved pedestrian safety, transit experience, bicycle connectivity, and aging infrastructure within downtown Saint Paul.

2. Budget

The total budget for the public art project is **\$71,000.00**. This amount represents the maximum available commission and must cover all project-related expenses, including, but not limited to:

- Artist and consultant fees;
- Community engagement activities;
- Research and design development;
- Technical drawings and engineering, if applicable;
- Coordination with City staff and project partners;
- Permits, materials, equipment, and fabrication;
- Site preparation and installation;
- Insurance, transportation, and delivery;
- Project documentation; and
- A reasonable contingency for unforeseen conditions, cost increases, or other project-related expenses.

The selected artist or artist team will be responsible for developing and managing the project budget within the total amount allocated by the City. Applicants must include a preliminary budget with their proposal that provides a general allocation of anticipated project costs and demonstrates that the proposed approach is financially feasible.

The preliminary budget may be reviewed and refined in consultation with the City during the design-development process. Any revisions must remain within the maximum available commission unless otherwise authorized in writing by the City.

Prevailing Wage Requirements

If the project exceeds **\$25,000** and requires the artist or artist team to use workers for onsite installation, fabrication, or construction, the selected artist or artist team must comply with all applicable prevailing wage requirements as required by City of Saint Paul Administrative Code

Section 82.07 and the prevailing wage specifications incorporated into the resulting agreement.

The selected artist or artist team is responsible for ensuring that all contractors, subcontractors, and lower-tier subcontractors performing covered installation or construction work are paid no less than the applicable prevailing wage rates, including required fringe benefits, as determined by the Minnesota Department of Labor and Industry. The selected artist or artist team must include these requirements in all applicable subcontracts and is responsible for monitoring and documenting compliance throughout the project.

Upon request, the selected artist or artist team must provide the City with certified payroll records and any other documentation necessary to demonstrate compliance. Failure by the selected artist, artist team, contractor, or subcontractor to comply with applicable prevailing wage requirements may result in the withholding of payment or other remedies available to the City under the agreement or applicable law.

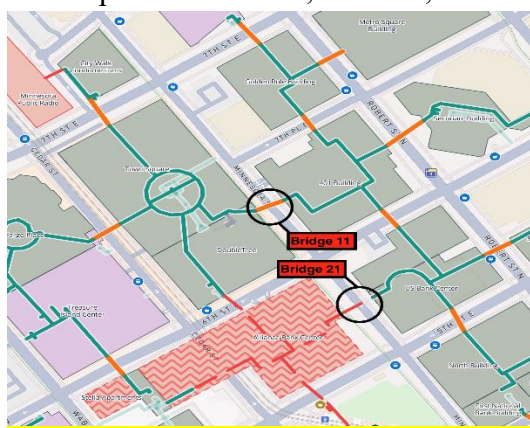
All costs associated with prevailing wage compliance must be included within the total project budget.

3. Eligibility

This call is open to professional artists or artist teams residing in the Twin cities and greater Minnesota. Artists with experience in public art, placemaking, and community engagement are encouraged to apply. Indigenous and BIPOC artists are especially encouraged to submit proposals. Emerging artists with relevant portfolios are also welcome to apply.

4. Public Art Location

The public art opportunity is focused on two enclosed skyway connections between the Town Square Complex and 401 Building (Bridge 11), and the skyway connection between Alliance and US Bank Centers (Bridge 21). The selected artist or artist team will develop a permanent artwork that responds to the site, its users, and the broader context of downtown Saint Paul.





Minnesota Street exterior view of skyways: Bridge 21 & Bridge 11



Interior view of Bridge 21



Interior detail view of Bridge 11

Site Considerations & Future Wayfinding

The Saint Paul skyway system is currently the subject of ongoing discussions regarding improved wayfinding and navigation strategies. One concept being explored by Downtown stakeholders includes a color-coded wayfinding system that may be incorporated into lower portions of skyway glazing and potentially extended into participating buildings through architectural, graphic, or environmental design elements.

While no formal requirements have been established for this project, artists are encouraged to consider how their proposals might coexist with or complement future wayfinding initiatives. Based on current site observations, potential artwork locations may include:

- Upper glazing areas of the skyway bridges.
- Ceiling systems and integrated lighting opportunities.
- Floor graphics or other surface treatments.
- Combinations of architectural and graphic interventions.

Artists are encouraged to think broadly about how artwork can enhance orientation, identity, and the pedestrian experience while maintaining flexibility for future building-owner participation in

district-wide wayfinding efforts.

Final artwork locations and implementation methods will be coordinated with participating property owners and project partners.

Historical & Contemporary Site Context

Minnesota Street sits within the historic core of downtown Saint Paul, one of the oldest urban centers in Minnesota. Saint Paul emerged in the mid-19th century as a river city and transportation hub, serving as a gateway between the Mississippi River, rail networks, state government, and growing communities across the region. The corridor between Kellogg Boulevard and 11th Street has long functioned as a connector between civic institutions, commerce, transportation, and public life.

The project area lies within downtown Saint Paul, just south of the State Capitol district and within walking distance of Rice Park, Landmark Center, the Mississippi River, and several historically significant commercial and civic buildings. Over generations, downtown has evolved from a riverfront trading center to a governmental, financial, and cultural hub serving residents from across Minnesota.

The skyway system itself is a defining feature of downtown Saint Paul. Developed largely during the late twentieth century, the skyways created a second layer of pedestrian circulation above the street, connecting offices, hotels, public services, and cultural destinations through an extensive climate-controlled network. The project site occupies a unique position within this network, linking the Town Square Complex—including Minnesota Driver and Vehicle Services and the DoubleTree Hotel—with organizations focused on downtown stewardship, public space, and civic life.

Artists may wish to consider themes such as movement, navigation, arrival, public service, civic identity, connection, and the relationship between street-level and elevated experiences. The site welcomes thousands of visitors annually, including residents accessing government services, downtown workers, hotel guests, commuters, and visitors exploring Saint Paul's cultural and historic districts.

Current downtown revitalization efforts are focused on improving walkability, strengthening multimodal transportation connections, modernizing infrastructure, increasing residential activity, and creating a more people-centered urban environment. The Minnesota Street Reconstruction Project is part of this broader transformation. Public art at this location has the opportunity to contribute to an evolving vision of downtown as a welcoming, connected, and resilient civic center.

The Saint Paul skyway system continues to evolve as building ownership, tenant occupancy, public access, and circulation patterns change over time. Recent closures of key skyway connections, including the bridge between the Alliance Bank Center and US Bank Center, have altered pedestrian movement through downtown. Local stakeholders and frequent skyway users have informally described the resulting division between eastern and western portions of the network using references such as "East Berlin," "West Berlin," and "Checkpoint Charlie." While unofficial, these terms reflect the ways people experience navigation, connection, separation, and access within the contemporary skyway environment.

Potential Sources of Inspiration

Artists are encouraged to conduct their own research and may wish to consider themes of movement, connectivity, barriers and access, orientation, thresholds, gathering, wayfinding, public vs. private space, and the changing nature of downtown public space.

- Mississippi River and Saint Paul's riverfront origins
- Dakota histories and Indigenous presence in the region
- Saint Paul's role as Minnesota's capital city
- Transportation networks, railroads, and river commerce
- Downtown Saint Paul's skyway system and layered urban circulation
- The Town Square Complex and late-twentieth-century downtown redevelopment
- Current efforts to reimagine and revitalize downtown Saint Paul

Community Engagement Summary

As part of the Minnesota Street Reconstruction Project, the City of Saint Paul and Public Art Saint Paul conducted an online community survey to gather input from residents, workers, business owners, and neighborhood stakeholders. Responses revealed several recurring themes that may help inform the development of a public artwork.

A Neighborhood in Transition

Participants described Minnesota Street and the surrounding downtown district as a place of contrasts: a civic and business center with important institutions, historic buildings, housing, and emerging public spaces, yet also a corridor that can feel sparse, disconnected, and lacking a strong visual identity. Many respondents noted the area's transformation over time, from a once-vibrant downtown commercial district to a landscape shaped by office towers, skyways, freeway infrastructure, and changing patterns of activity.

Desire for Warmth, Color, and Human Presence

The strongest theme throughout the survey was a desire for greater visual vibrancy. Participants frequently described the corridor as gray, beige, sterile, barren, or uninviting, and expressed interest in artwork that introduces color, energy, movement, and a stronger sense of welcome. Respondents emphasized the importance of creating a more engaging pedestrian experience and fostering a sense of life and human connection within the downtown environment.

Historic Layers and Untold Stories

Community members identified several historical and cultural references that contribute to the area's identity, including:

- Downtown Saint Paul's historic commercial district and former department stores.
- The area's Jewish history and the former synagogue site near Pedro Park.
- Historic churches and landmark buildings.
- LGBTQ+ history connected to downtown Saint Paul.
- Long-standing civic institutions and gathering places.
- The evolution of Minnesota Street as a central corridor connecting neighborhoods,

government, commerce, and transportation.

Pedro Park as a Positive Model

Pedro Park was repeatedly referenced as one of the neighborhood's most successful recent improvements. Respondents described the park as helping create a stronger sense of community, identity, and activity in the area. The artwork may consider how themes of gathering, connection, public life, and placemaking contribute to a welcoming downtown environment.

Connectivity and Movement

Many participants described Minnesota Street as a corridor defined by movement: pedestrians, transit riders, commuters, bicyclists, residents, visitors, and workers all pass through the area daily. The reconstructed street itself reflects investments in mobility, safety, accessibility, and multimodal transportation. Concepts that engage ideas of connection, arrival, travel, wayfinding, or convergence may resonate strongly with the site's character.

Nature and Urban Ecology

Several respondents expressed interest in introducing more greenery, ecological references, and visual relief within the downtown setting. Participants noted the contrast between the built environment and a desire for more natural elements, suggesting opportunities for artwork that references local ecology, seasonal change, rivers, parks, pollinators, or environmental stewardship.

Design Considerations

Survey participants suggested that the artwork should:

- Create a welcoming and memorable visual experience.
- Introduce color, light, and vibrancy into the corridor.
- Reflect the diversity of people who use and pass through downtown.
- Acknowledge the area's layered history while looking toward its future.
- Be durable, easy to maintain, and resistant to vandalism.
- Contribute positively to the pedestrian experience and sense of place.

Rather than seeking a single defining narrative, artists are encouraged to consider Minnesota Street as a place of convergence—where histories, communities, institutions, transportation systems, and everyday urban life intersect within a constantly evolving downtown landscape

5. Timeline (subject to change)

- **RFP Release:** Monday, September 21, 2026
- **Deadline for Questions:** Friday, October 9, 2026, at 3:00 PM CST
- **Addendum (if necessary):** Friday, October 16, 2026.
- **Proposal Submission Deadline:** No later than 3:00 PM CST of Friday, October 23, 2026.

Public Art Timeline

Tentative meeting dates with the city staff are typically scheduled within two weeks of submission deadlines. Final Design is subject to City engineering review and approval.

Artist Selection	
Artist Notification & Acceptance / Community Engagement & Design Phase Begins <i>Tentative Date: November 2026</i>	Selected artist/team begins the design development process.
Design Phase	
Preliminary Ideation & Sketches <i>Tentative Date: December 2026</i>	Artist submits: - Initial concept sketches - Written design narrative - Preliminary thoughts regarding materials, fabrication, and community engagement approach Concepts should reflect: - Site context - Durability and maintenance considerations - Alignment with project goals and neighborhood context
Design Review 1 <i>Tentative Date: December 2026</i>	Review meeting with City staff, project manager, and relevant stakeholders. Feedback may address: - Technical feasibility - Materials and maintenance - Public safety - Community alignment - Opportunities for refinement Following approval, the City of Saint Paul Public Art Contract and Design Phase payment will be processed.
Design Review 2 & Technical Review Meeting <i>Tentative Date: January 2027</i>	Artist presents revised design materials for further review with City staff, engineering representatives, and project stakeholders. Discussion may include: - Finalized concept direction - Structural or installation considerations - Fabrication approach - Coordination requirements for installation
Design Revisions & Technical Drawings <i>Tentative Date: February 2027</i>	Artist submits revised project package, which may include: - Scaled drawings - Material specifications - Structural, lighting, or electrical notes (if applicable) - Installation considerations - Updated budget and timeline
Final Design Approval & Notice to Proceed <i>Tentative Date March 2027</i>	Final design approval by the City. Written authorization to proceed with fabrication will be issued upon approval.

Artwork Operations & Maintenance Manual <i>Tentative Date: April 2026</i>	Artist submits maintenance and conservation documentation for City review.
Fabrication & Installation Phase	
Artwork Fabrication <i>Spring 2027</i>	Artist fabricates the approved artwork off-site. Schedule should account for: - Material procurement - Specialty fabrication lead times - Coordination with City staff - Any required engineering or shop drawing reviews
Site Preparation & Installation <i>Summer 2027</i>	Installation will be coordinated with City staff and project contractors. Timeline may be weather-dependent and may require utility locates, footing work, traffic coordination, or other pre-installation site preparation.

6. Submission Requirements

All proposals must be submitted electronically on Supplier Portal via www.stpaulbids.com Search Events for this RFP and Register as a Supplier. How to Guidelines are provided under Attachments section of the city event portal.

Please submit the following as a single PDF (max 10MB). Submittals must include the following:

1. Letter of Interest (max 2 pages): Describe your vision and initial approach for this project, responding to the site context and community engagement findings provided in this RFP. Outline how your concept aligns with the themes and goals described in this call and contributes meaningfully to the place and its people.
2. Artist Resume/CV (for individual or team members) including qualifications or affiliations with pertinent groups in support of project goals.
3. Work Samples (up to 10 images with descriptions): Previous work, preferably in public or site-specific art.
4. Preliminary Concept Sketches and Statements.
5. References (2 professional references with contact info).
6. Cost Breakdown details (*)

(*)Total Cost: (Total Amount)

Design Phase	[X]
Commission Phase	[X]
Fabrication & Installation Phase	[X]

7. Selection Criteria

Proposals will be evaluated based on the following criteria:

- Artistic merit and originality
- Responsiveness to site and community history
- Feasibility within budget and timeline
- Durability and maintenance requirements
- Experience with public commissions or collaborative processes

The City of Saint Paul will evaluate all proposals based on the following criteria.

Artistic merit and originality	20
Responsiveness to site and history	20
Feasibility within budget and timeline	15
Cost Details (Breakdown cost – as much details as possible)	5
Durability and maintenance requirements	20
Experience with public commissions or collaborative processes	20
Total Points	100
Interview (if needed)	20
Total Points Possible	120

A staff committee will review the proposals against the criteria in this RFP and score proposals. The scoring team reserves the right to interview teams after the evaluation of qualifications by the selection committee.

The City requires that the project manager and any other key individual(s) for the project participate in any interview process. Proposers will be expected to pay for any costs they incur for the interview process along with any costs associated with preparing and transmitting proposals.

The City reserves the right to ask for additional information or clarification of the submission from any or all proposers.

The final contract award will be conditioned upon the successful proposer's complying with all terms and conditions, mutual agreement about the final work plan, and completion of a contract agreeable to all parties.

8. Additional Resources

- [Minnesota Street Reconstruction Project](#)
- [City of Saint Paul Public Art Ordinance](#)
- [Public Art St Paul \(PASP\)](#)
- [Downtown Saint Paul Projects and Planning Initiatives](#)
- [History of Ramsey County and Saint Paul Origins](#)

- [Friends of the Skyway](#)
- [Town Square Complex History](#)
- [Saint Paul Skyway Map](#)

9. Public Information

Data submitted by a business to the City in response to a Request for Proposals are private or nonpublic until the responses are opened. Once the responses are opened, the name of the responder is read and becomes public. All other data in a responder's response to a Request for Proposals are private or nonpublic data until completion of the evaluation process. "Completion of the evaluation process" means that the City has completed negotiating the contract with the selected vendor. After the City has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. Proposals submitted in response to an RFP become the property of the City and will not be returned.

If all responses to a Request for Proposals are rejected prior to the completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a re-issuance of the Request for Proposals results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remains public. If a re-issuance of an RFP does not occur within one year of the proposal opening date, the remaining data become public.

10. Proposal Rejections

This Request for Proposal (RFP) does not obligate the City of Saint Paul to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. City of Saint Paul reserves the right to reject a proposal if required information is not provided or is not organized as directed.

The City of Saint Paul also reserves the right to waive minor informalities and reserves the right to:

1. Reject any and all proposals received in response to this RFP;
2. Select a proposal for contract negotiation other than the one with the lowest cost;
3. Negotiate any aspect of the proposal with any Vendor;
4. Terminate negotiations and select the next most responsive Vendor for contract negotiations;
5. Terminate negotiations and prepare and release a new RFP;
6. Terminate negotiations and take such action as deemed appropriate.

Any decision to cancel or reject any and all proposals is in The City of Saint Paul's sole discretion. The City of Saint Paul also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the www.stpaulbids.com. Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Vendor.

11. PAA terms and Conditions

CITY PUBLIC ART AGREEMENT AND TERMS AND CONDITIONS

THIS AGREEMENT, made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and the above named ARTIST, hereinafter referred to as "ARTIST." An ARTIST is a party to a contract; and who contracts to do the work for another.

The City and ARTIST, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

ARTIST agrees to provide the services comprised of tasks, deliverables, and timelines described in this Agreement.

1. Time for Completion.

A. The services rendered by ARTIST shall be commenced upon execution of the Agreement and notification by the City to proceed and will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than two years from the effective date of this Agreement.

B. ARTIST shall not proceed with any task without specific authorization from the Project Manager designated by the City.

C. In the event that there are delays caused by actions of the City or which may be reasonably requested by the ARTIST which can change the completion date, ARTIST shall request an extension of time for completion of the project. The Project Manager will review the request and may grant to the ARTIST such extensions of contract time as may be reasonable.

2. Project Management.

A. The City requires the ARTIST to assign specific individuals as principal project members. ARTIST must assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City.

B. The City has designated the individual on Page 1 as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

3. Scope of Services.

A. *Design of Public Artwork ("Design Phase").*

(a) The ARTIST must design Public Artwork to be installed at the following location:

[ENTER LOCATION INFORMATION HERE]

(b) The ARTIST must complete the specific Design Phase tasks, deliverables, and timelines below:

- Preparation and participation in meetings with committees or groups convened by City as part of the design process for the Public Artwork.
- Location of Public Artwork(s) as shown on scaled annotated plans, or site plans, with potential relationships and connections to other sites.
- Model and/or dimensioned drawings to scale showing some indication of color and materials and relationship of the Public Artwork to the surrounding landscape.
- Complete Public Artwork Statement describing design intention; relationship to project goals and criteria; and description of Public Artwork materials, dimensions, weight, and finish.
- Complete Timeline and Budget Estimate form, provided by the City and attached to this Agreement, to be submitted no later than ten working days before the design presentation date.
- Conservation Analysis of proposed materials and construction methods by a certified conservator.
- Outline of proposed installation and activation, and the ongoing operations and maintenance that will be required including cost estimate.
- Recommendations regarding site preparation and activation, including but not limited to appropriate lighting, electrical and mechanical systems connections, and the structural support necessary for the Public Artwork.
- Engineering drawings of the Public Artwork and/or the footings or other details may be required for structural design review during the commission process.

(c) If the Design Phase proposal is accepted by City, the process shall proceed to the Commission Phase under SECTION 3(B).

(d) The City may require the ARTIST to make such revisions to the Design proposal as are necessary for the Public Artwork to comply with applicable statutes, ordinances, or regulations of any governmental regulatory agency having jurisdiction over the Project. The City may also request revisions for other practical (non-aesthetic) reasons.

(e) Within 10 days after its receipt of the ARTIST's submission pursuant to this section, the City must notify the ARTIST of its approval (or disapproval) of such submission, and of all revisions made in the original Design proposal as a result thereof. Revisions made pursuant to this section become a part of the Design proposal.

(f) If the design is not accepted by the City, the City may, at its sole discretion, give the Artist the option to present a second proposal. Such proposal will be at no additional expense to the City. If the ARTIST chooses not to submit a second proposal, this Agreement shall terminate.

(g) If the Design Phase proposal is not accepted by City and City elects not to give the ARTIST the option to present a second proposal this Agreement shall terminate. If the ARTIST is given the choice of and chooses to present a second proposal, and if the second proposal is accepted, the process may proceed to the Commission Phase.

(h) If the ARTIST is given the choice of and chooses to present a second proposal, and if the second proposal is not accepted, this Agreement shall terminate.

(i) If this Agreement is terminated at the conclusion of the Design Phase, the ARTIST's design fee will be paid as full and final reimbursement for the Agreement. The ARTIST shall retain all rights including copyright to the design proposal produced by the ARTIST. The City does not have the right to take the Design Phase proposal to a third party for further development, including but not limited to fabrication and/or installation.

(j) Permission to Proceed to Commission Phase. The ARTIST shall not proceed with the Public Art Commission Phase and the actual production of Public Artwork until the ARTIST has received written authorization from the City to proceed.

B. Commission of Public Artwork ("Commission Phase").

(a) The ARTIST shall create and install the Public Artwork in accordance with the Design Phase Scope of Services work deliverables approved by written authorization by the City under SECTION 3(A)(j).

(b) Structural Design Review. Within 15 business days after the City approves the Design deliverables the City may, in collaboration with the Project Manager, require ARTIST to prepare and submit to the City detailed stamped engineered drawings of the Public Artwork and site, together with such other graphic material as may reasonably be requested by the City in order to certify the compliance of the Public Artwork with applicable statutes and ordinances, including city and federal access codes, as necessary. The City shall furnish to the ARTIST all information required by the ARTIST in connection with said submissions by the ARTIST promptly on the request by the ARTIST for such information.

(c) Changes in Design During Commission Phase. The ARTIST agrees to begin creating the Public Artwork only after the City has accepted the Design proposal, and after the structural design review (if applicable). The ARTIST shall then create the Public Artwork in accordance with the approved design. Recognizing that the change in scale from model/maquette or drawings to full scale may require adjustments, the ARTIST has the right to make minor changes in the Public Artwork that are structurally and aesthetically necessary. Any non-minor change in scope, design, color, size, texture, material, detail, imagery or content that substantively alters the original Design proposal for the Public Artwork, or affects installation, scheduling, site preparation, or maintenance for the Public Artwork shall require the prior review and approval of the City.

4. Billings and Payment.

A. That for ARTIST's faithful performance of this Agreement, the City hereby agrees to compensate ARTIST in the amount(s) and according to the schedule herein. See SECTION 10 for *Invoicing and Payment* submittals.

B. The amounts herein shall fully compensate ARTIST for all work and associated costs. The City will honor no claim for services and/or costs provided by the ARTIST not specifically provided for in this Agreement. Total costs for the project shall not exceed the amount referenced herein.

C. ARTIST shall submit an itemized invoice monthly or after services are complete. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to ARTIST within thirty (35) days.

5. City Responsibilities.

The City agrees to provide ARTIST with access to any information from City documents, staff, and other sources needed by ARTIST to complete the work described herein.

6. Amendment or Changes to Agreement.

A. City or ARTIST may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

7. Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the individuals and addresses listed above.

B. Public Notice. Upon request by the City, the ARTIST agrees to design, fabricate, install and pay for a notice which is satisfactory to the City and which includes the title of the Public Artwork, identification of the ARTIST, copyright notice and year of completion as well as notice of the City’s ownership of the Public Artwork. The public notice shall be installed by the ARTIST on the date that the Public Artwork is completed and installed. The City agrees to the public display of this notice on or near the Public Artwork and shall reasonably maintain such notice in good repair as long as the Public Artwork is on display

8. Survival of Obligations.

A. The respective obligations of the City and ARTIST under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

Entire Agreement. It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

9. Commencement of Work.

ARTIST shall not perform any work pursuant to this contract without the specific prior agreement of the designated representative of the City of Saint Paul. No claim for services or products provided by the ARTIST not specifically provided for in this contract, or not specifically agreed to in advance will be honored by Saint Paul.

10. Invoicing and Payment.

A. ARTIST shall submit invoices to the City department making the purchase clearly itemizing all goods and/or services provided. The City of Saint Paul will make payment in accordance with Chapter 471.425. Such payment may be made using a pay voucher, purchase order, or authorized procurement card, or department shall notify ARTIST of any problems, omissions, or defects in the goods and/or services received.

B. All travel must be pre-authorized by the City and will be reimbursed at the cost of economy fare. Ground transportation to and from the airport must be by taxi or hotel shuttle. ARTIST will not be reimbursed for car rental. Related food, ground transportation, and lodging expenses will be reimbursed at actual expenses, not to exceed a rate consistent with the IRS per diem rates as set forth in IRS Publication 463. The ARTIST is required to submit paid expense receipts in order to be reimbursed by the City. Photocopies or electronic scans of receipts will be accepted. ARTIST travel time is not billable. ARTIST will optimize travel dates and times and use best efforts to minimize travel expenses.

C. Payments for Work done; upon completion and acceptance of the work, or any part thereof, the ARTIST shall submit an itemized invoice, separating materials from labor, for a percentage of the work completed. Upon inspection, the City will compare the work done with the amount being requested per the invoice and either approve the payment or adjust it to a reasonable amount based on the work completed. For larger projects, the City may request progress payments be submitted by the Artist on a monthly basis for the duration of the project.

Payments for Materials; payments for materials prior to fabrication &/or installation can only be made by (a) submission of an invoice showing either the cost of materials purchased or are in the process of being purchased by the ARTIST, along with a valid quote &/or receipt from the material supplier showing the company name of where the materials are being purchased, or (b) proof the materials have been delivered to the site, in satisfactory condition, based on an inspection by the Project Manager.

D. No more than 1/3 of the total Design Phase, or, when applicable, Commission Phase contract amounts will be paid prior to any Design Phase or Commission Phase work being completed. An amount of five percent (5%) will be withheld prior to the final Commission Phase payment, until the work is deemed substantially complete and after which time all uncompleted work or unsatisfactory work yet remaining is completed accordance with the contract and as determined by the City. Under no circumstances shall ARTIST receive Commission Phase payments without first having received authorization under Section 3(A)(j).

E. Final Payment will be made upon work completion, inspection, and acceptance of Public Artwork by the City and all final documents listed in SECTION 3, including the Conservation Analysis, As-Built Drawings, and Maintenance Requirements have been completed and submitted to the City. The acceptance of the final payment by the ARTIST shall constitute full satisfaction of all claims against the City under or arising out of this contract.

11. Records, Dissemination of Information.

For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Business records” shall mean any financial documents, account records and other financial evidences, whether written, electronic, or in other forms, belonging to ARTIST and pertaining to work performed

under this Agreement.

A. The ARTIST shall furnish the City with the following before final payment is made:

(a) complete documentation of the Public Artwork including a written technical description and a post-fabrication inspection report or post-installation inspection report conducted by a certified conservator to enable the preparation of an initial Condition Report by the City.

(b) a detailed operations and maintenance plan including cost estimate addressing the ongoing care for the Public Artwork, and

(c) ten to twenty slide or digital images of the Public Artwork during the production and after the installation for archival records.

B. The ARTIST agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

C. The ARTIST agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

D. The ARTIST agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat. §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the ARTIST in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and ARTIST must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

12. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications

A. Requirements.

ARTIST must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. The ARTIST must also comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The ARTIST agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

B. Specifications.

When applicable, the ARTIST must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

13. Affirmative Action Plan.

Every ARTIST whose total accumulated contract award from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Human Rights and Equal Economic Opportunity Department an Affirmative Action Program Registration form along with a \$75 registration fee.

14. Compliance with Applicable Law.

The ARTIST agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the ARTIST's performance of the provisions of this Contract. It shall be the obligation of the ARTIST to apply for, pay for and obtain all permits and/or licenses required.

15. Conflict of Interest.

ARTIST's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The ARTIST also affirms that to the best of the ARTIST's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The ARTIST agrees that should any conflict or potential conflict of interest become known to the ARTIST, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about ARTIST's ability to continue performing services under this contract.

16. Hold Harmless.

The ARTIST shall indemnify, save and hold harmless, protect and defend the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by the ARTIST or any person employed by ARTIST in carrying out the terms of this Contract.

17. Assignment.

The City and ARTIST each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Contract; and neither the City nor the ARTIST will assign or transfer their interest in this Contract without the written consent of the other.

18. Termination.

This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates early for cause.

A. With Cause.

The City reserves the right to terminate this Agreement if the ARTIST violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the ARTIST, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the ARTIST shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

In the event of termination, the City will pay ARTIST for all services and/or products, actually, timely,

and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The ARTIST shall deliver to the City the Public Artwork in whatever form it exists at the time of termination which shall then become the property of the City for use without restriction, including but not limited to contracting with a different vendor to complete the Project, except that it shall not be represented to be the completed Public Artwork of the ARTIST.

B. Termination Caused By Postponement or Cancellation of Project.

In the event that the Project is delayed or canceled for any reason, the City reserves the right, upon no less than seven (7) days written notice to the ARTIST, to postpone the execution schedule of this Agreement or to cancel this Agreement. If the Project is postponed for one year or more from the scheduled completion date of this Agreement, the City or the ARTIST may, and in writing, cancel this Agreement within ninety (90) days after such postponement is known to either the City or the ARTIST.

The ARTIST may, at their option, continue the Public Artwork under this Agreement. The City and the ARTIST may renegotiate a fee for the increased cost of the Public Artwork, based on such delays. In the event this Agreement is terminated by the ARTIST because of a one year or more postponement in the Project all original drawings related to the design of the Public Artwork shall remain property of the ARTIST provided that ARTIST shall deliver to the City copies of such drawings at no cost to City.

In the event this Agreement is terminated by the City without fault on the part of the ARTIST, the ARTIST shall be paid an amount equal to the percentage of the Public Artwork done at the time the Agreement is terminated. If payments previously made to the ARTIST exceed the total amount due as computed above, then the ARTIST shall be entitled to retain that amount of the total previous payments which exceeds the amount determined by applying the above formula. The ARTIST shall deliver to the City the Public Artwork in whatever form it exists at the time of termination which shall then become the property of the City for use without restriction, including but not limited to contracting with a different vendor to complete the Project, except that it shall not be represented to be the completed Public Artwork of the ARTIST.

19. Renewal.

This contract may be renewed for periods as detailed in the specification, if agreeable to both parties on such terms and conditions set forth therein.

20. Amendments or Changes.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Contract shall be valid only when reduced to writing and duly signed by the ARTIST and the City.

21. Interpretation of Agreement, Venue.

This Contract shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

22. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the ARTIST to the City is that of independent Contractor and not that of employee. No statement contained in the specification or resulting Agreement

shall be construed so as to find the ARTIST an employee of the City, and ARTIST shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

23. Waiver.

The waiver by the City of any breach under the terms of this Agreement or the foregoing by the City of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

24. Subcontracting.

The ARTIST agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

25. Risk of Loss.

The ARTIST shall bear the risk of loss or damage to the Public Artwork until final acceptance by City, and the ARTIST shall take such measures as are necessary to protect the Artwork from loss or damage until final acceptance; except that the risk of loss or damage shall be borne by the City prior to final acceptance during such periods of time as the partially or wholly completed Public Artwork is in the custody, control or supervision of the City for the purposes of transporting, storing, installing or performing any other ancillary services of the Public Artwork. The ARTIST shall maintain insurance in such amounts acceptable to the City to cover risk of loss or damage.

26. Warranties.

A. The ARTIST warrants that the Public Artwork is the original product of the ARTIST's own creative efforts and does not infringe on any copyright. The ARTIST also warrants that the Public Artwork is unique and that the Public Artwork, or a duplicate thereof, has not been accepted for sale elsewhere, unless, as stipulated to the City as one of a limited edition of Public Artworks. The ARTIST expressly warrants that no pre-existing Agreements with an ARTIST's gallery agent shall be the cause for any breaches of this Agreement or render this Agreement impracticable by the ARTIST.

B. The ARTIST additionally represents and warrants that:

- a) the execution and fabrication of the Public Artwork shall be performed in a professional manner;
- b) the Public Artwork, as designed, fabricated and installed, is appropriate to its location and will be free of defects in its fabrication and installation; and
- c) reasonable maintenance of the Public Artwork shall not require procedures in excess of those described in the operations and maintenance plan submitted by the ARTIST.

C. The warranties for execution and fabrication and maintenance shall survive for a period of two years after the final acceptance of the Public Artwork by the City. In the event of any breach of warranty which is curable by the ARTIST and which cure is consistent with generally accepted professional conservation standards (including for example, cure by means of repair or re-fabrication of the Public Artwork), the ARTIST shall at the request of the City, cure such breach at no cost to the City. The City shall give notice to the ARTIST or any such observed breach with reasonable notice, and the ARTIST shall cure such breach with reasonable promptness.

D. If the Public Artwork should deteriorate because of an inherent vice, defined as a defect in the material

of the Public Artwork which causes or accelerates deterioration of the Public Artwork, then the warranties shall survive for ten years from the date the Public Artwork is finally accepted. In the event of a breach of warranty due to inherent vice, the ARTIST shall use his or her best efforts to promptly repair or replace the Public Artwork at no additional cost to the City for labor, and the cost of materials and supplies shall be paid for by the City.

27. Right to Exhibit.

The City reserves the right to request temporary possession of any drawings, models, photographic negatives or digital files, displays, and similar materials produced during the preparation and execution of the Public Artwork, provided that the request shall not unreasonably interfere with the production of the Public Artwork. In all exhibitions of photographic reproductions of the Public Artwork, the ARTIST agrees to give credit to the City as owner of the Public Artwork.

28. Associated Materials.

All documents, plans, and other materials developed or prepared by the ARTIST in connection with the Project, other than the Public Artwork itself (the "Associated Materials") shall be the sole and absolute property of the ARTIST. So long as any of the Associated Materials remain in the possession of the ARTIST, the ARTIST shall permit the City to display such items in any exhibition or other public forum, upon reasonable notice and at no charge.

29. Title and Copyright.

A. The ARTIST reserves all rights available under the common law and the Federal Copyright Act, 17 U.S.C. § 101 et seq., except as limited, licensed, or expressly waived under this Agreement and the separately executed COPYRIGHT LICENSE AND VARA WAIVER. The ARTIST understands and agrees that certain moral rights under VARA, including the rights of attribution and integrity, may be waived in whole or in part pursuant to 17 U.S.C. § 106A(e), and the ARTIST agrees to such waiver to the extent expressly provided in the executed COPYRIGHT LICENSE AND VARA WAIVER.

B. Simultaneous with ARTIST's receipt of the final payment or notice of termination title and all ownership and possession rights of the Public Artwork shall transfer to and vest in the City. The ARTIST shall execute all documents requested by City to confirm the transfer but transfer shall occur automatically upon such payment or notice..

30. Reproduction Rights.

A. The ARTIST hereby grants to the City a license, without charge, to reproduce the Public Artwork in printed forms and in digital forms on the web for purposes such as publicity and documentation strictly within the normal functions of the City. All reproductions of the Public Artwork by the City shall contain a credit to the ARTIST.

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

B. The ARTIST agrees to give credit in the following form: "Created through the City of Saint Paul Public Art Ordinance Program" in any public showing in print or on the web of any digital or photographic reproductions of the Public Artwork.

31. Alteration of the Public Artwork or of the Site.

A. Pursuant to the attached COPYRIGHT LICENSE AND VARA WAIVER, the City may, at any time, for any reason in its sole discretion, and without the Artist's knowledge, relocate, modify, remove, or destroy the Public Artwork. .

B. If any changes, alteration or destructions occur to the Public Artwork after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Public Artwork, the Public Artwork shall no longer be represented as the Public Artwork of the ARTIST upon receipt of a written request to that effect from the ARTIST.

C. Nothing in this section shall preclude any right of the City to: 1) remove the Public Artwork from public display; or 2) destroy the Public Artwork. If the City shall at any time decide to destroy the Public Artwork it shall by notice to the ARTIST offer the ARTIST a reasonable opportunity to recover the Public Artwork in accordance with the provisions of the law.

32. Maintenance.

The City recognizes that maintenance of the Public Artwork on a regular basis is essential to the integrity of the Public Artwork. The City agrees to reasonably assure that the Public Artwork is properly maintained and protected taking into account the operations and maintenance plan provided by the ARTIST in accordance with SECTION 3 and SECTION 11 of this Agreement, and shall reasonably protect and maintain the Public Artwork against the ravages of time, vandalism, and the elements.

33. Repairs/Restoration.

The City shall to the extent possible attempt to consult with the ARTIST in all matters concerning repairs and restoration of the Public Artwork, except any repairs or restoration that are required on an emergency basis. Nothing herein shall limit the City's ability, pursuant to the COPYRIGHT LICENSE AND VARA WAIVER, to make repairs and restoration to the Public Artwork at its sole discretion. . All repairs and restorations shall be made in accordance with professionally accredited principles of conservation.

34. Relocation.

The Public Artwork shall be placed in the location designated in SECTION 3(A)(a). The City agrees that it will attempt to notify the ARTIST if, for non-emergency reasons, the Public Artwork has to be removed and permanently relocated to a site not specified in SECTION 3(A)(a).

35. Force Majeure.

Neither party shall be held liable for failure or delay in performing its obligations under this Contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, acts of terrorism, civil unrest, labor disputes, embargoes, government orders, pandemic or epidemic, natural disasters, or other events of a similar nature, provided that such event was not reasonably foreseeable and could not have been prevented through reasonable diligence.

The party claiming force majeure must promptly provide written notice to the other party upon becoming aware of the force majeure event. This provision does not excuse payment obligations for services rendered or expenses incurred prior to the force majeure event.

36. Entire Agreement.

The specifications and other solicitation materials associated with this Contract and these General Terms and Conditions shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

37. Insurance.

ARTIST must carry insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds unless written permission from the City is granted

Subcontractors or Independent Contractors. If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

1. General or Business Liability Insurance:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate per project
- \$2,000,000 products/completed operations total limit
- \$1,000,000 personal injury and accident

Policy must include an "all services, products, or completed operations" Endorsement when appropriate.

2. Automobile Insurance - When Commercial vehicles are used in connection with a contract

- a. Bodily Injury \$750,000 per person \$1,000,000 per accident
- b. Property Damage not less than \$50,000 per accident Coverage shall include: hired, non-owned and owned auto

Automobile Insurance – When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. ARTIST must provide City with Endorsements from insurance company.

- a. Bodily Injury \$30,000 per person \$60,000 per accident
- b. Property Damage \$20,000 per accident

Automobile Insurance – When Rental vehicles are used in connection with a contract, the ARTIST shall either purchase insurance from the rental agency or provide City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c. ARTISTs with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.

- a. \$1,000,000 per occurrence
- b. \$2,000,000 aggregate

5. General Insurance Requirements

a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.

b. The ARTIST may not commence any work until Certificates of Insurance covering all of the insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. The City reserves the right to review ARTIST's insurance policies at any time to verify that City requirements have been met.

d. Nothing shall preclude the City from requiring ARTIST to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance may be met with the purchase of an umbrella or excess policy.

f. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

g. Upon ARTIST'S request, the City may at its sole discretion modify the insurance requirements of this Section 37.

38. Exhibits.

As so referenced in these terms and conditions, the Exhibits, project specific specifications and related documents attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A: COPYRIGHT LICENSE AND VARA WAIVER

EXHIBIT A
CITY OF SAINT PAUL ART ON PUBLIC PROPERTY
COPYRIGHT LICENSE AND VARA WAIVER

I, _____, along with _____ authored
(print name) (print names of all other authors)
the following work(s) of art, to be created, displayed, or installed on public property, as described in the
City of Saint Paul agreement or contract, titled:
Project Title/Contract Number:

Location of the Art:

Description of the Art, as it may be amended until final design is approved (the “Art”):

I understand that the Art may be considered a “copyrighted work” subject to the provisions of federal copyright law included below regarding production, distribution, and display, as codified at 17 U.S.C. §106, as it may be amended from time to time. I am authorized to grant a non-exclusive license of the rights conferred by §106 with respect to the Art.

§ 106 - Exclusive rights in copyrighted works. Subject to sections 107 through 122, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

- (1) to reproduce the copyrighted work in copies or phonorecords;*
- (2) to prepare derivative works based upon the copyrighted work;*
- (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;*
- (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;*
- (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and*
- (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.*

I hereby grant to the City of Saint Paul a non-transferrable, non-sublicensable, non-exclusive, perpetual, worldwide, royalty-free, irrevocable license (“License”) to use the Art as follows, all of which may be exercised without my further consent. The City may publicly display the Art, may reproduce the Art in copies, may prepare derivative works based upon the Art, and may distribute said copies and derivative works to the public by any means that does not generate revenue.

I understand that the Art may be considered a “work of visual art” subject to the provisions of the federal Visual Artists Rights Act of 1990 included below regarding attribution and integrity, as codified at 17

U.S.C. §106A(a), as it may be amended from time to time. I am authorized to waive the rights conferred by §106A(a) with respect to the Art, in accordance with the waiver provision included below as codified at 17 U.S.C. §106A(e)(1), as it may be amended from time to time.

§ 106A. Rights of certain authors to attribution and integrity

(a) Rights of attribution and integrity--Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art—

(1) shall have the right

(A) to claim authorship of that work, and

(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right--

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right

(e) Transfer and waiver – (1) The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

I hereby permanently waive all rights conferred by 17 U.S.C. §106A(a)(3), as it may be amended from time to time, to prevent any intentional distortion, mutilation, destruction, or other modification of the Art. I understand that, because of this waiver, the City of Saint Paul may, at any time, for any reason, in its sole discretion, and without my knowledge, relocate, modify, remove, or destroy the Art.

This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1)-(2). If the City modifies the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

This waiver shall only apply to the work(s) of art and the use(s) identified herein. This waiver is incorporated into the Public Art Agreement or other agreement or contract with the City of Saint Paul by reference.

I have been informed that this waiver is a legal document in which I am waiving rights given to me as an author of a "work of visual art". I understand the terms of this waiver and I have been given an opportunity to consult with an attorney regarding this waiver. I further acknowledge that I had reasonable and sufficient time to review this waiver with an attorney, and that I am voluntarily signing it without duress or coercion on the date indicated below.

(Date)
(Sign Name)