

# Bloomington Ice Garden Vestibule Mural Request for Qualifications

RFQ - The City of Bloomington invites experienced public artists/teams to submit qualifications for the design of a unique mural for the Bloomington Ice Garden (BIG). The mural design will be printed and installed on the wall by another vendor. The renovation of BIG presents an opportunity to enhance the space through the creation of a mural in the vestibule. This mural will serve as a vibrant focal point, celebrating the rich history and strong sense of community associated with BIG and its users.

### **Eligibility:**

This Request for Qualifications (RFQ) is open to experienced Minnesota-based public artists/teams that have completed at least one commissioned art design or public art piece in the past ten years. Priority will be given to artists/teams that have mural design and community engagement experience. Applicants are welcome from the state of Minnesota. Finalists must have the ability to attend an in-person interview and presentation of a concept design and engagement plan.

### Final Project Budget - \$8,000

The total budget for this project is \$8,000 for the purposes of providing a digital artistic design that can be used by a City-selected vendor to wrap the vestibule wall. This not-to-exceed total must cover all design modifications, site visits, community engagement efforts, submission of high-resolution image to the installer, insurance, and other related expenses. More information about the site and requirements will be made available to the finalists.

Deadline: RFQ deadline: Friday, March 14, 2025, 11:00 PM CST

# WHERE AND WHY?

Bloomington is a great place to live, work, and have fun. As the community grows, investments are being made in amenities that bring people together and improve quality of life.

Two years of resident input helped the City develop the long-term Bloomington Forward investment plan to support three major community projects for better health, wellness, athletics and recreation. In November 2023, Bloomington voters approved a half-percent local sales tax to finance \$155 million in bonds to pay for modernization of Bloomington Ice Garden, a new Community Health and Wellness Center to replace Creekside Community Center and the Bloomington Public Health building, and restoration and improvements in the Nine Mile Creek corridor and Central/Moir Park.

The Bloomington Ice Garden Modernization plan includes major mechanical and roof upgrades, Rink 3 converted to NHL size, indoor training area, upgrades to ticketing, security, office, ADA accessibility and concessions, renovated locker rooms and restrooms.



BIG is a regionally and nationally significant skating facility that opened with one sheet of ice in 1970. A second rink was added in 1974, and a third in 1993. Over the years, BIG has played host to skating luminaries including Olympic and World Champion figure skater Dorothy Hamill, NHL scoring king and hall of famer Wayne Gretzky, U.S. Figure Skating Championships, and the 1980 "Miracle on Ice" U.S. Olympic men's hockey team.

The final design of the mural will be rooted in research and engagement with community members, ensuring that it reflects the values, stories, and memories that define the ice arena's legacy. This engagement will be led by the artist and foster a sense of ownership and pride among the community, allowing their voices to be heard and represented.

# **ABOUT THE VINYL WRAP PROCESS**

The selected design will be printed on a vinyl wrap which is adhered to the wall. The City will contract with an appropriate vendor to ensure that the vinyl wrap is digitally applied to a high-quality product. Applicants should note that certain areas of wall cannot be covered by the vinyl wrap including outlets and vents, and as such the design may be affected by the need to keep these elements clear.

# **HOW TO APPLY?**

### **Selection Process**

### Step 1: RFQ – Submit by March 14, 2025, 11:00 PM Central Standard Time

Please apply online through CaFE<sup>™</sup> at the following link: (*link available January 31, 2025*) 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 engagement, 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 mural design in the past ten years. <u>Please include contact</u> information 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 5 images of your recent projects (one of which should be for a commissioned piece which was completed in the past ten years). Please provide a brief description for each. Follow CaFE<sup>™</sup> image requirements: JPEG format only, 1200 pixels on the longest side, less than 5 MB in size. Visit the <u>CaFE Help Page</u>, 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 April 11, 2025

Three finalists will be selected by a panel, based on the following equally weighted criteria:

- 1. Quality of letter of interest and an understanding of the project description and goals
- 2. Quality and relevance of work samples
- 3. Community engagement experience and approach

All applicants will receive notification of the panel's decision by April 11, 2025.

#### Step 3:

#### Selection of Artist/Team

In April-May 2025, the three selected finalists will be scheduled to present their design concept proposal in person to a review panel. The panel will consist of Creative Placemaking and Parks and Recreation Commissioners, a public art expert, and four community members/local stakeholders. Each finalist/team will receive a **\$750 design fee payment** 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 will fit within budget parameters. Specific information on the project goals, guidelines, and design presentation requirements, as well as a site visit date 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, and understanding of the City of Bloomington, the Bloomington Ice Garden and its diverse community and stakeholders;
- 2. Ability to communicate design concepts clearly and work within design parameters;
- 3. Engagement plan for how they would involve the community in this project;
- 4. Spirit of collaboration and amenable work ethic.

**Notification of selected artist/team in May 2025.** Following the design presentations, one artist/team will be selected and commissioned to complete the sculpture project with an all-inclusive budget of \$7,500.

The anticipated installation date of the BIG Vestibule Mural is September of 2025.

### Timeline:

RFQ – Qualification Proposals Due: Friday, March 14, 2025, 11:00 PM Central Standard Time (available online via Cafe January 31, 2025)

*Do not submit a project proposal or design at this time.* **Three Finalists Selected:** by April 11, 2025

In-person Design Presentations by the Three Finalists: April-May 2025

Selection of Artist/Team: by May 30, 2025



Installation of BIG Mural: September 2025 in coordination with the reopening of the facility.

## LOCATION DETAILS

### Location of the BIG Mural

The mural will be located in the vestibule of the Bloomington Ice Garden, located at 3600 W 98th St, Bloomington, MN 55431. The mural will be on the west facing wall, which will be extended to replace the glass windows of the current office windows. The wall will be approximately 70' long x 10' tall. Since this location is closed for construction starting March 15, 2025, we will arrange a site visit for selected finalists.







# **STILL HAVE QUESTIONS?**

We encourage interested applicants to learn more about Bloomington Ice Garden and this modernization project by visiting: blm.mn/BIG, and the Creative Placemaking Plan by visiting blm.mn/placemaking.

All inquiries, questions, or clarifications specific to this RFQ must be submitted by email no later than Friday, March 7, 2025 at 5:00 p.m. Please direct questions to: Kathryn Murray, Creative Placemaking Specialist: <u>placemaking@bloomingtonmn.gov.</u> Please include "BIG Mural" in the subject line. A Question and Answer (Q&A) addendum related to this RFQ will be updated as questions come in and can be found at **blm.mn/BIGmural** 

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, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs, and activities. Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

# **ADDITIONAL 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.

#### CONTRACT TERMS

The attached form of agreement sample (attachment A) is for the consideration of any interested applicant. This information is provided so that all applicants have a better understanding of their responsibilities and requirements <u>should</u> they be selected and contracted by the City of Bloomington for this project. Agreement is subject to change. The clauses included in 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 selected Artist's proposal. Any exceptions to the contract terms and conditions included in the RFQ must be identified in the submitted Proposal.

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.

### [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 <u>Exhibit A</u> or any supplemental letter agreements, or both, entered into between the City and Artist (the "Services"). The Services referenced in the attached <u>Exhibit A</u> or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of [completion date of contract]or completion of the project unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The consideration, which City shall pay to Artist and shall not exceed \$[fill in \$ amount of contract], for both the Services performed by Artist and the expenses incurred by Artist in performing the Services, shall be as set forth in Exhibit A and incorporated herein to this Agreement. City shall make progress payments, based on satisfactory completion of each phase of the Services, which shall be determined by the City's Authorized Agent.

- 4. **Expense Reimbursement**. Artist will not be compensated separately for necessary incidental expenses. All expenses of Artist shall be built into Artist's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of City, which approval may be provided via electronic mail.
- 5. **Approvals**. Artist will secure City's written approval before making any expenditures, purchases, or commitments on City's behalf beyond those listed in the Services. City's approval may be provided via electronic mail.
- 6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Artist may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City;
  - c. City may terminate this Agreement at any time at its option, for any reason or no reason at all; 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. As set forth in this Agreement, the parties agree that certain paragraphs in this Agreement survive termination of this Agreement.

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

services, and other technical, administrative or professional assistance resulting from or arising out of Artist's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

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

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

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

- 12. Waiver of Subrogation. To the fullest extent permitted by law, Artist waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability, commercial general liability, or umbrella or excess liability insurance obtained by Artist pursuant to Paragraph 11 of this Agreement. Artist shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 13. Assignment and Subcontracting. Neither City nor Artist shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.

- 14. **Independent Contractor.** Artist shall be deemed an independent contractor. Artist's duties will be performed with the understanding that Artist has special expertise as to the services which Artist is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Artist. The manner in which the services are performed shall be controlled by Artist; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Artist is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Artist pursuant to this Agreement shall be provided by the Artist as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
- 15. **Compliance with Laws.** Artist shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Artist agrees to provide the applicable services detailed in <u>Exhibit A</u> or any supplemental letter agreement. Artist's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Artist agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City. These obligations survive termination of this Agreement.
- 16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and Artist, and supersedes any other written or oral agreements between City and Artist. This Agreement can only be modified in writing signed by City and Artist. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- 17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- 18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin

County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

- 19. **Conflict of Interest.** Artist shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of City. In the event of a conflict of interest, Artist shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide the requested services.
- 20. Work Products and Ownership of Documents. All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Artist. Regardless of when such information was provided, Artist agrees that it will not disclose for any purpose any information Artist has obtained arising out of or related to this Agreement, except as authorized by City or as required by law.

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

- 21. **Agreement Not Exclusive.** The City retains the right to hire other [list type of services from Paragraph A above] service providers for other matters, in the City's sole discretion.
- 22. **Data Practices Act Compliance.** Any and all data provided to the Artist, received from the Artist, created, collected, received, stored, used, maintained, or disseminated by the Artist pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Artist agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Artist to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
- 23. No Discrimination. Artist agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Artist agrees to hold harmless and indemnify City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by Artist or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Artist shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Artist agrees to utilize its own auxiliary aid or service

in order to comply with ADA requirements for effective communication with people with disabilities.

- 24. **Authorized Agents**. The City's authorized agent for purposes of administration of this contract is [City's department contact for this contract], the [Title of City contact] of the City, or her designee. The Artist's authorized agent for purposes of administration of this contract is [Artist's contact name], and all Services shall be performed by or under his supervision.
- 25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Artist: [Artist's address, contact person information];

City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431, Attn: [City's contact person]; \_\_\_\_\_\_@bloomingtonmn.gov; 952-563-\_\_\_\_;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

- 26. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- 27. **Headings**. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
- 28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
- 29. **Payment of Subcontractors.** Artist agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Artist agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

- 30. **Publicity**. City and Artist shall develop language to use when discussing the Services. Artist agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Artist must not use the City's logo or state that the City endorses its services without the City's advanced written approval. City and Artist agree to credit the work as "\_\_\_\_\_ by \_\_\_\_\_, commissioned by City of Bloomington."
- 31. **Severability**. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized. In the event Artist did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Artist, as described in this Agreement, personally.
- 33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

[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

		Its: Mayor
DATED:	BY:_	Elizabeth Tolzman
		Its: Interim City Manager
Reviewed and approved by the City Attorn	ney.	
		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