

PEDRO PARK SITE TEMPORARY PUBLIC ART PROJECT

This agreement (the "Agreement") is made effective January 1, 2014, by and between The City of Saint Paul, a municipal corporation of the State of Minnesota, (the "City") and Public Art Saint Paul, a non-profit corporation, 351 Kellogg Boulevard East, St. Paul MN 55101 ("PASP").

RECITALS

1. The City, through its Department of Parks and Recreation ("Parks") is committed to development of a permanent downtown Saint Paul park ("Pedro Park") on a portion of the block bounded by 10th, Robert, Ninth and Jackson Streets (the "Site"). The Site is owned by the City.
2. The Pedro Park vision has drawn significant community interest and high community expectations. Design and development of Pedro Park will be undertaken by the City over a period of several years.
3. The City would like to develop a temporary project at the Site to engage the community and enliven this Site as planning for the eventual Pedro Park continues.
4. PASP's City Artist in Residence ("CAIR") program places artists within the City as a resource in urban planning, capital project design and development, public space programming, art-making, and the identification of public art opportunities. The CAIR program is a partnership between PASP and the City. The CAIRs are employees of PASP who work across City agencies from a work space provided by the City's Department of Public Works. The CAIR program is described and has a role in the City's Public Art Ordinance. PASP has secured major funding from the national foundation collaborative ArtPlace America to support CAIR-led projects that demonstrate systemic impact within City systems – its open spaces, infrastructure, water, forest, and use of public places.
5. Throughout 2013, CAIR Amanda Lovelee studied the plans and community aspirations for Pedro Park and met with staff of Parks and members of the community. In October, 2013, she proposed use of some ArtPlace funding for an Urban Flower Field project at the Site, to illuminate the on-going work of the City within this critical space, to show residents that the City is committed to eventual Pedro Park development, and to spark engagement in Pedro Park planning. PASP approved allocation of \$10,000 from the ArtPlace America grant for its design and development, pending approval by Parks.
6. Following presentation of Lovelee's proposal to staff and directors of Parks and the Department of Planning and Economic Development, the City determined to undertake a more expansive CAIR-led temporary project at the Site and to add \$30,000 to the \$10,000 provided by PASP.
7. The City, through Parks, would like to partner with PASP's CAIR program to design, develop, install and program a temporary public art Urban Flower Field installation (the "Project") at the Site.

TERMS OF AGREEMENT

Under the terms of this Agreement, the City grants PASP permission and support to design, develop, install and program the Project at the Site.

A. PASP's Obligations

1. PASP will direct its CAIR Amanda Lovelee to design, develop, install and program the Project, which will build and expand upon ideas set forth in the Urban Flower Field proposal referenced

above. The Project will be open and accessible to the public, will stimulate positive activity in the Site, and present a positive idea about the future development of this Site as Pedro Park. Other artists, to be identified by the CAIR, may participate in Project design, creation and production of specific Project elements and activities.

2. To inform Project design, the CAIR will work with Parks Design and Operations staff to consider the Site's landscape, conditions, access and functionality. The CAIR will also host a charette with Parks staff and with local artists and designers working on ideas for public places in transition.
3. The CAIR will present the Project design and proposal to Parks, PASP and representatives of the Capitol Region [District] Council and Pedro Park advisory committee. The CAIR presentation will include illustrations and narrative descriptions of the Project landscape, visual art elements, and artistic programming; and a schedule for Site preparation, installation and on-going artistic programming. The CAIR will present to Parks and PASP a breakdown of Project expenses, requirements for support from Parks Design, Construction and Operations, and a description of any maintenance that will be required through the course of the Project's presence at the Site.
4. Upon approval of the Project design and proposal by Parks and PASP, the CAIR will proceed to Project implementation.
5. The CAIR will document the Project through narrative reports and photographs submitted to the City and PASP by the end of each calendar year of the Project's presence at the Site.
6. PASP will work with the City to promote public awareness of the Project through press releases, brochures and flyers, postings on the Internet, and community gatherings.
7. PASP will, to the best of its ability, address issues of vandalism or damage to the Project that may occur. In the event that PASP does not have sufficient funds to repair damage, it shall remove the affected elements from the Site.
8. Upon completion of the Project in 2015, PASP will remove site amenities and hard landscape materials such as stones and pavers that may have been installed by PASP during the course of the Project.
9. PASP will contribute up to \$10,000 to support the Project, from its ArtPlace America grant.

B. The City's Obligations

1. The City will designate a representative to serve as liaison with the CAIRs throughout the course of the Project.
2. Parks will provide information about the Site for planning purposes (including a scaled plan of the Site and information about location of utilities and other information required to safely install any of the proposed Project elements) and advice regarding winter conditions, soils, plant materials, and maintenance.
3. Parks staff will be available to participate in brainstorming with the CAIRs, to consult regarding Site landscape, conditions, access and functionality and for the charette to inform the CAIR Project design.
4. Parks staff will provide assistance in developing any cad drawings required for construction and permitting.
5. The City will review and approve the Project plan submitted by the CAIRs in a timely manner and communicate approval in writing via letter or e-mail.

6. The City will review the completed installation ("Installation") of Project elements at the Site and provide acceptance of the Installation in writing. Acceptance of the Installation does not waive any claims City may have for damages caused by defects in design or Installation of Project elements.
7. The City will provide routine maintenance of the Site.
8. The City will provide PASP with permits to develop, install and program the approved Project at the Site without charge to PASP.
9. The City will provide PASP with access to water and electrical service in the Site as needed to install and program the approved Project.
10. The City will work with PASP to promote awareness of the Project through its web site and other public relations strategies.

C. Project Expenses

1. The City and PASP will review and approve the Project budget, not to exceed \$40,000. In presenting the Project budget, the CAIR will detail sources of income: PASP's ArtPlace grant contribution; the City's financial contribution. The Project budget will provide details of the following expenses: CAIR salary to design and lead the Project; costs associated with Site preparation; costs associated with fabrication and installation of Project elements; costs associated with Project artistic programming; costs associated with maintenance of the Site and of Project elements; other costs (including documentation and public awareness).
2. PASP will contribute \$10,000 of the overall Project budget.
3. The City will contribute \$30,000 of the overall Project budget. PASP will invoice the City for reimbursement of qualified and approved Project expenses.

D. Warranties, Risk of Loss, Indemnities and Insurance

1. Warranties
 - a. PASP represents and warrants that:
 - (1) PASP is not a party to any pre-existing agreement which would be the cause for any breach of this Agreement or render this Agreement impracticable by PASP;
 - (2) as of the date of this Agreement, PASP is not aware of any threatened or pending claims or suits alleging facts inconsistent with the foregoing PASP representations.
 - b. PASP further warrants that each Project element and its Installation will, for the entire period of its installation at the Site, be free from material defects which cause or accelerate the destruction or deterioration of the Installation. This warranty will not include conditions which arise out of vandalism or misuse. In the event of breach of this warranty, PASP's sole liability shall be the workmanlike repair of the affected portions of the Project element or the Project element's removal from the Park .
 - c. The City represents and warrants that:
 - (1) it has all necessary authorities to enter into this Agreement;
 - (2) it is not a party to any pre-existing agreement which would be the cause for any breach of this Agreement or render this Agreement impracticable by the City.

2. *Risk of Loss and Indemnities*

- a. The risk of loss or damage to the Site landscape and amenities caused by installation of the Project elements will be borne by PASP until completion of each Project element's Installation.
- b. It is acknowledged by both parties that the Project will be in a public place and will be accessible to members of the public. Once the Project plan and the installed Project have been accepted by the City, the City will take responsibility for, and defend, indemnify and hold PASP (as well as PASP's agents, employees and subcontractors) harmless against any and all claims or suits alleging personal injuries or property damage arising out of accidents associated with the Project, except to the extent that the accident is attributable to a patent defect in a Sculpture or its Installation, in which case PASP will defend, indemnify and hold the City (as well as its officers, agents, employees and subcontractors) harmless against any and all such claims or suits.
- c. For all other claims and suits relating to the Exhibition:
 - (1) PASP agrees to defend, indemnify and hold the City (and its officers, agents and employees) harmless against any and all claims or suits arising from (a) any claim that a Sculpture infringes on the copyright, patent or other proprietary rights of any third person, (b) any mechanics or material supplier liens against the Sculpture or its Installation, (c) by any other negligent act or omission of PASP or PASP's agents, employees or subcontractors in the performance of this Agreement. This indemnity shall not apply to the extent the claim or cause of action arises out of the negligence of the City or its officers, agents or employees; and

3. *Insurance*

- a. PASP shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its employees and officials are Additional Insureds. A cross suits endorsement shall be provided to the benefit of the City.
 - 1) Public Liability Insurance
 - a) Bodily Injury \$1,000,000 each occurrence; \$2,000,000 aggregate
 - b) Property Damage \$1,000,000 each accident; \$2,000,000 aggregate
 - c) Policy must include an "all services, products, or completed transactions" endorsement.
 - 2) Automobile Insurance
 - a) Bodily Injury \$750,000 per person; \$1,000,000 per accident
 - b) Property damage not less than \$50,000 per accident.
 - 3) Worker's Compensation and Employer's Liability
 - a) Worker's Compensation per Minnesota Statute.
 - b) Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.

1) General Insurance Requirements

- a) The policy is to 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 policy includes errors and omissions coverage.
 - b) PASP shall not commence work until a Certificate 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 PASP's insurance policies at any time to verify that City requirements have been met.
 - d) Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.
- b. PASP shall require its subcontractors to obtain and keep in force policies of general liability identical to those defined in Sections 3 (a) through (c) above, during the terms of their Agreements with PASP, and shall, upon the City's request, furnish Certificates of Insurance from those subcontractors, evidencing compliance with this Section.

E. Coordination and Relationship

1. Coordination.

- a. The City of Saint Paul, Department of Parks and Recreation, is designated to administer this Agreement, and all approvals, notices to proceed and other written directions required shall be given by the Director of Parks and Recreation or his designee. Any notices required under this Agreement shall be sent via U.S. Mail and directed to:

Director of Department of Parks and Recreation
400 City Hall/Courthouse Annex
25 W. Fourth Street
Saint Paul, MN 55102

- b. PASP designates its President to administer this Agreement, and all notices and other communications required shall be given by the President. Any notices required under this Agreement shall be sent via U.S. Mail and directed to:

President
Public Art Saint Paul
351 Kellogg Boulevard East
St. Paul MN 55101

2. *Relationship.*

For the purpose of this Agreement, PASP shall be deemed an independent contractor and not an employee or agent of the City. Any and all employees, subcontractors, or agents of PASP shall not be considered employees or agents of the City.

F. Other Provisions

1. **Term and Termination.**
 - a. This Agreement may be terminated by either party upon 30 days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination, and such failure remain uncured (in whole or in part) at the end of such 30 days.
 - b. All provisions which are by their nature continuing will survive termination of this Agreement.
2. **Assignment.** Neither party may assign this contract without the written consent of the other.
3. **Entire Agreement.** This Agreement represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter hereof. The recitals at the beginning of this Agreement are incorporated herein by reference.
4. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all parties hereto.
5. **Governing Law.** This Agreement is acknowledged to have been made in and shall be construed in accordance with the laws of the State of Minnesota. PASP hereby acknowledges that by virtue of this Agreement, it is conducting business in such state and shall be subject to the jurisdiction of the courts of Minnesota. Any action to enforce the obligations created by this Agreement shall be brought before a court of competent jurisdiction within the State of Minnesota, Ramsey County.
6. **Construction.** Should any paragraph, sentence, or any portion of a paragraph or sentence of this Agreement be judicially held to be invalid, unenforceable, or void, such holding shall not have the effect of invalidating or voiding the remainder of such sentence, paragraph or the Agreement.
7. **Force Majeure.** Neither the City nor PASP will be held responsible if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, natural disasters, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Approved as to Form:

Assistant City Attorney

CITY OF SAINT PAUL

Office of Financial Services

Director, Parks and Recreation

Funding: 40041900-76805-C103R02534269-76010

PUBLIC ART SAINT PAUL

Christine Podas-Larson

Email: cpl@publicartstpaul.org

Tax ID #: _____

Urban Flower Field Budget			
EXPENSES	\$	In-Kind	Notes
Personnel	Personal		
Amanda Lovelee	\$8,000.00		Design, Project Managment, Community Outreach and Programing
Intern	\$200.00	\$1,000.00	Abigail Kapler- In Kind from MCAD
Intern	\$0.00		Ryan Burke- start May 26th, St Thomas
Graphic Design	\$200.00		Replace
Silk Screen Volunteer T-Shirts	\$125.00		Rudy Arnold
Mural	Mural		
65-ft boom lift	\$2,082.25		lift, harness, insurance
Paint	\$1,157.90		Sherwin Williams Resilience Exterior Latex
Labor	\$2,500.00		Ed Charbonneau
Sidewalk Painting	Sidewalk		
Paint	\$547.80		20 gallons multi colors
Materials	\$200.00		brushes, paint containers, ect
Interns		\$1,000.00	In Kind from MCAD
Labor	\$2,000.00		Ed Charbonneau
Landscaping	Landscaping		
Topsoil			3in across whole site- donated by St. Thomas
Edging	\$1,437.12		Home Depot, Instalation St. Thomas
Pavers		\$0.00	In Kind from City
Telephone Poles		\$0.00	In Kind from City- PW- John Macnamara
Cut up Trees		\$0.00	In Kind from City-Aborist-Zach Gorgensen
Plants	\$1,250.00		Paula Westmoreland- see attached list
Erison Mats	\$250.00		Eric Berg
Erison Mat Clips	\$50.00		Eric Berg
Bio Logs	\$250.00		Eric Berg
Seed Mix	\$350.00		Paula Westmoreland

Watering System	\$300.00		Eric Berg
Compost Tea Application	\$100.00		Paula Westmoreland
Laying Patio Pavers	\$5,000.00		Eric Berg
Labor	\$14,000.00		Paula Westmoreland and Eric Berg
In- Kind	Media		
Printing		\$2,000.00	St. Thomas
Feild Stone Edging		\$0.00	St. Thomas
Still Need			
Sign/Community Bulletin Board			
Movie Nights			
Tee Shirts			
Chairs for Patio			
subtotal	\$40,000.07	\$4,000.00	
TOTAL	\$40,000.07		

URBAN FLOWER FIELD AT PEDRO PARK

ARTIST'S STATEMENT

AMANDA LOVELEE
CITY ARTIST IN RESIDENCE

A PROGRAM OF PUBLIC ART SAINT PAUL IN PARTNERSHIP WITH THE CITY OF SAINT PAUL

Pedro Flower Field will visually illuminate, with the use of helpful flowers, the work of the City within a park space in transition and the scientific process of soil remediation. The Flower Field is a cross pollination between art, the civic process, a community, and environmental science.

Public Art Saint Paul's City Artist in Resident Amanda Lovelee, fifteen University of St. Thomas biology students, and the community will plant 96 plots of flowers ranging from sunflowers to canola. These flowers will not only bring beauty and color to the space but also be used to test whether biodiversity will help naturally extract harmful substances from the soil in preparation for the future park. The plots will be arranged in a shape representing the golden mean and have a labyrinth of walking paths within. The field represents the large open fields that used to spread across Minnesota. For this project, that idea is transported into an urban setting.

Using the natural sloped grade of the space we will also create amphitheater seating built into the landscape. This will direct an internal view toward the quiet flowers and away from the city. The seating will serve as a space for general relaxing and sitting. It will also be used for movie nights and other community events hosted by Black Sheep Pizza, in collaboration with Saint Paul Parks and Recreation. Movies will be projected on the large brick wall. Other events will include presentations on biodiversity and the blending of science and art. For all events, pizza will be delivered across the street for pizza picnics. These will be fun and unique events for the neighborhood.

We will also work with The Department of Public Works, St. Thomas students, and the neighborhood to paint the crosswalks in bright colors and shapes relating to the overall design, to lead people into the installation. The crosswalks will also help define the spaces and slow traffic.

Pedro Flower Field will help residents see that the city is still thinking about this space and that it has not been forgotten. The project lets the community to continue envisioning what this space could become. Our hope is that, through this diverse mix of groups working together with the neighborhood, we will grow an inviting, unique, and creative urban space for gathering.

Project Goals

- connect residents to the civic process
- generate publishable environmental science results on the value of biodiversity in an urban setting
- create a model environmental science-art collaboration that can be broadly implemented in urban areas
- highlight spaces in transition and the work happening behind the scenes within the City
- make an aesthetically interesting art installation

- create a welcoming space for the community to gather
- help the community to envision their future park
- visually show science in action
- teach the community about soil remediation
- clean the soil of the future park
- involve both local businesses in the using of their space
- create a unique space in St. Paul

Current Project Partners

Public Art Saint Paul's City Artist in Residence Program- Amanda Lovelee, project lead

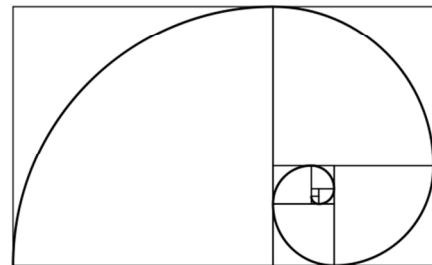
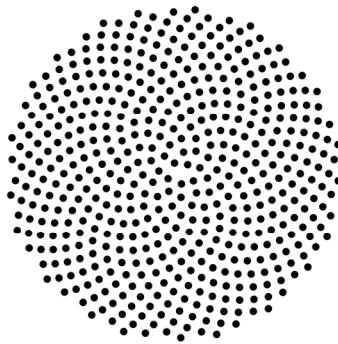
St. Paul Parks and Recreation- Don Ganje

Environmental Science Program, University of St. Thomas- Adam Kay and students

Black Sheep Pizza- Colleen Doran

Permaculture Research Institute Cold Climate- Paula Westmoreland

Field of Flowers-

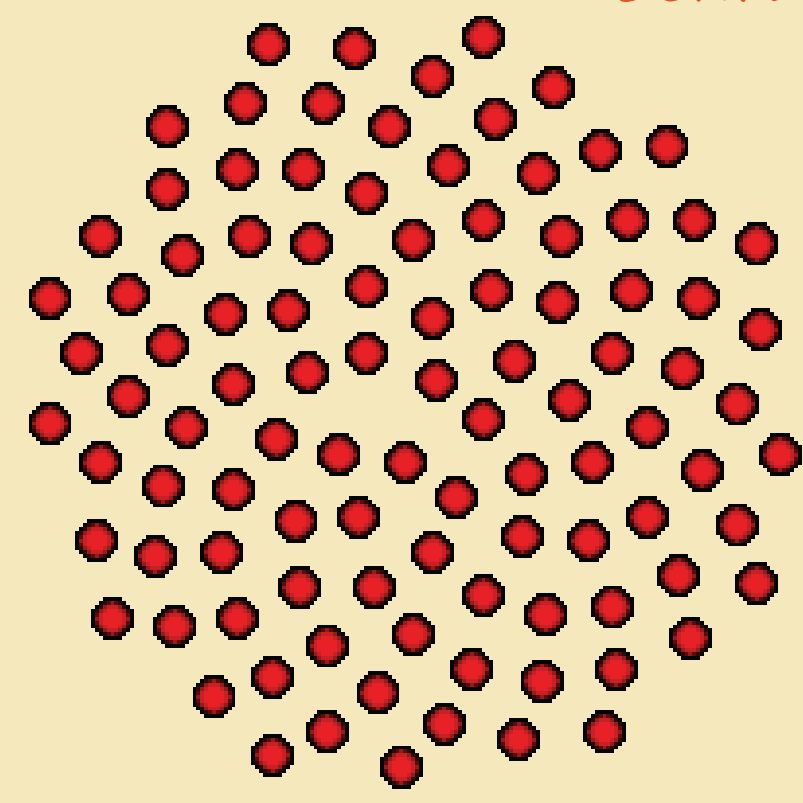


Shape of 96 1.5m X 1.5m plots to reference Fibonacci Sequence and Golden Mean found in the center of a sunflower.

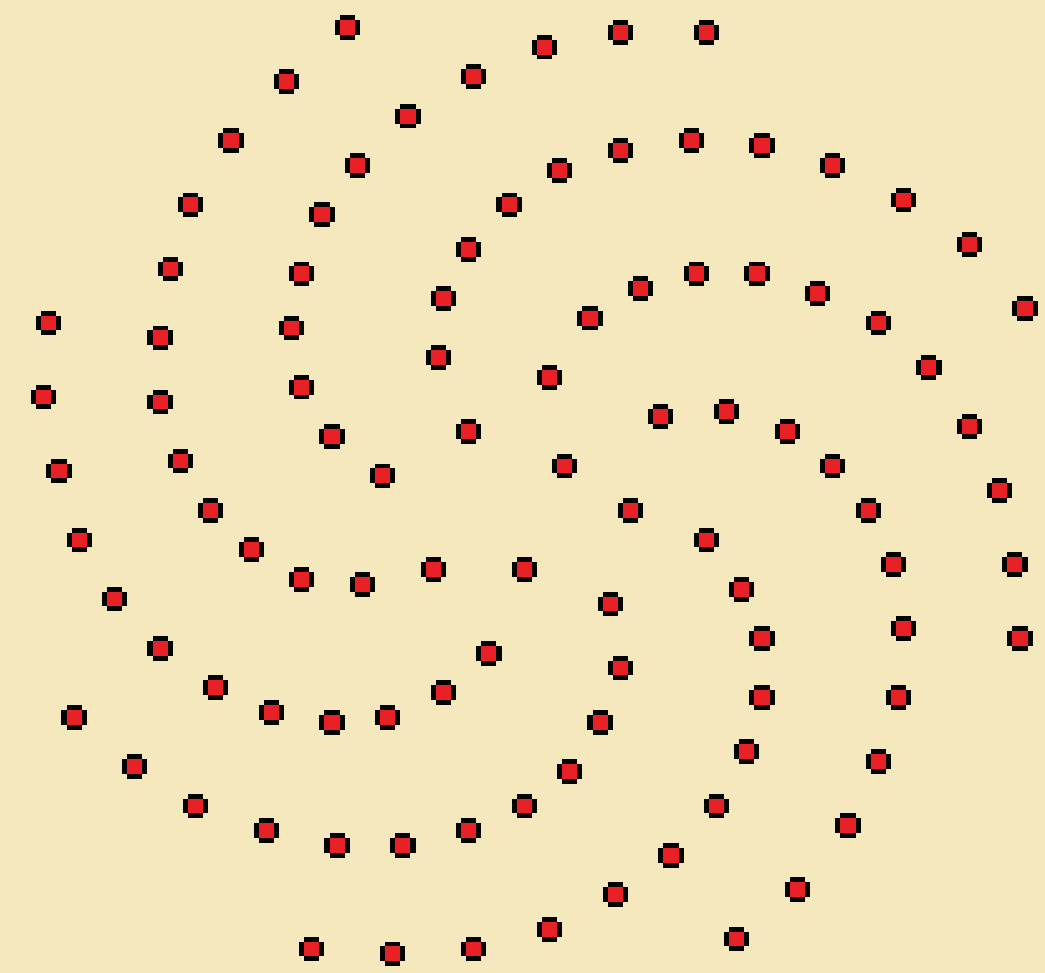


8 species would be used: Common sunflower (*Helianthus annuus*), Red sunflower (*Helianthus* sp.), Canola (*Brassica napus*), Geranium variety (*Pelargonium* sp.), Black-eyed susan (*Rudbeckia hirta*), Red phlox (*Phlox drummondii*), Wild lupine (*Lupinus perennis*), Blue Indigo (*Baptisia australis*).

SUNFLOWER MODEL



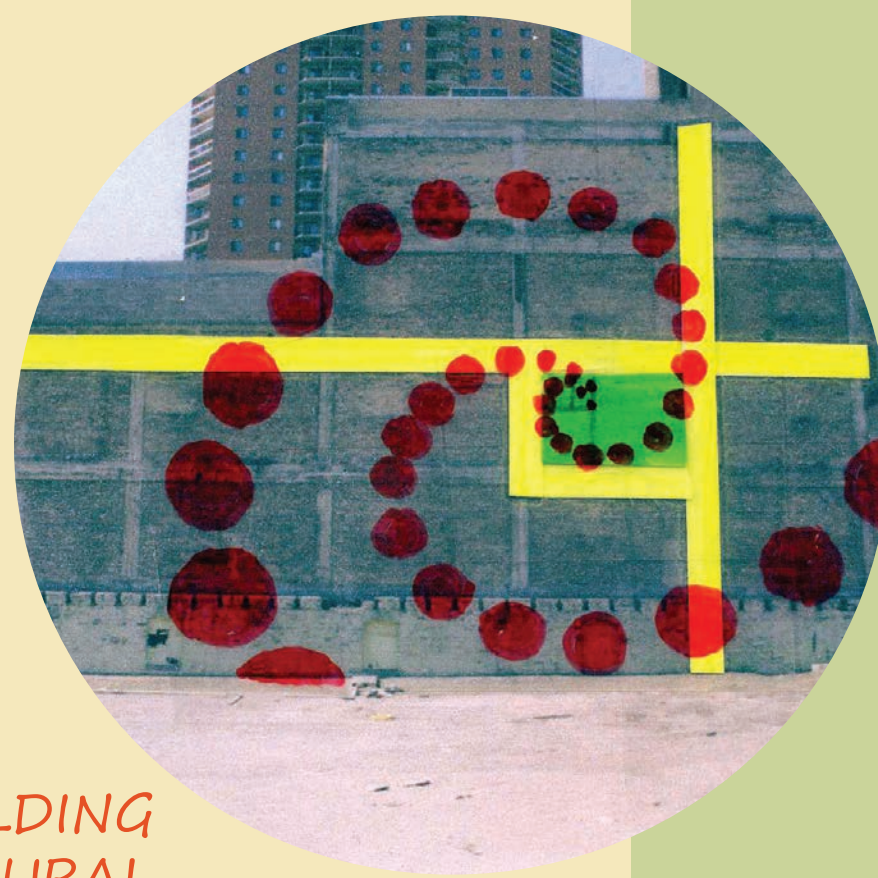
FIBONACCI SEQUENCE



FERMAT SPIRAL



PHYTOREMEDIATION



PUBLIC SAFETY BUILDING
MURAL

ARTIST MURAL

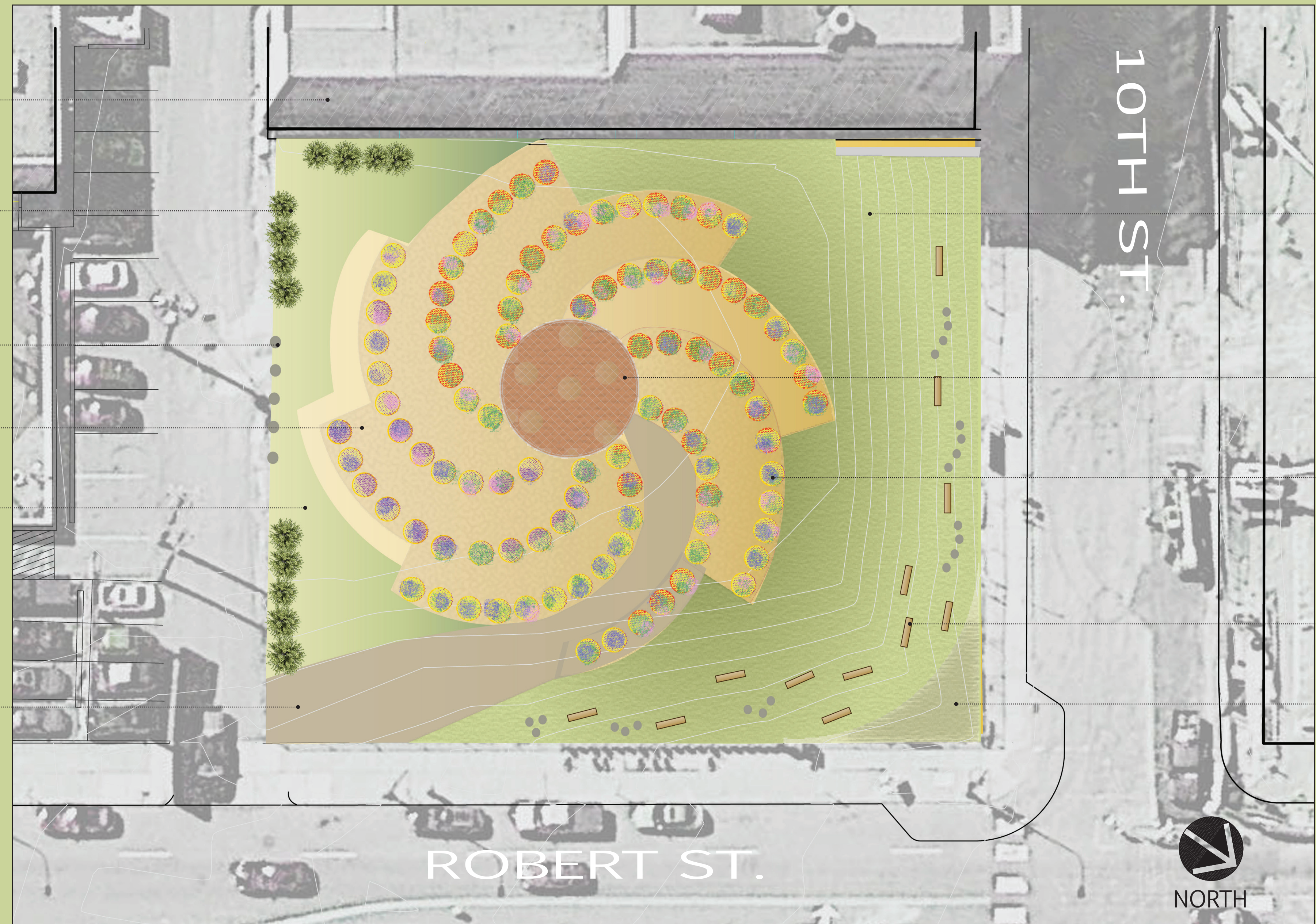
HEDGES

PAINTED POLES

GRAVEL

MIXED GRASS

GRAVEL PATH



PLAN VIEW

MIXED GRASS

BRICK PAVER DECK

PHYTOREMEDIATION
FLOWER PLOTS

TREE LOGS FOR SITTING

GRAVEL OVERLOOK

PARTNERS

Public Art St Paul
City of Saint Paul Parks & Recreation
University of St Thomas- Adam Kay-Biology Professor
Ecological Gardens- Paula Westmoreland
Berg Brothers- Eric Berg
Minneapolis College of Art and Design
Black Sheep Pizza
Community Volunteers

URBAN FLOWER FIELD

Temporary art installation at Pedro Park Site



URBAN FLOWER FIELD WORK PLAN				
Timeline	Date	Who	Department	Details
Water/Electricity		Joe Buzicky	Parks	Don Ganje Contact
Clean Wall	4/15/2014	Pat Smith	Fire Dept.	Amanda Lovelee Contact
Start Painting Mural	4/28- 5/5	Ed Charbonneau/ Jermy Szopinski	Artists	Amanda Lovelee Contact
Mark Where to Move Gravel	4/30/2014	Paula Westmoreland and Eric Berg	Ecological Gardens and Berg Brothers	Amanda Lovelee Contact
Layout Entrance	4/30/2014	Paula Westmoreland and Eric Berg	Ecological Gardens and Berg Brothers	Amanda Lovelee Contact
Layout Center Circle	4/30/2014	Paula Westmoreland and Eric Berg	Ecological Gardens and Berg Brothers	Amanda Lovelee Contact
Remove Fence	5/6/2014	City Maintenance	Parks	Don Ganje Contact
Move Gravel/Gravel Ramp	5/7/2014	Weis Builders	City Contractor	Don Ganje Contact
Haul Away Extra Soil/Gravel	5/8/2014	Weis Builders	City Contractor	Don Ganje Contact
Landscaping Starts	5/9/2014	Paula Westmoreland and Eric Berg	Ecological Gardens and Berg Brothers	Amanda Lovelee Contact
Rough Grade	5/9/2014	Eric Berg	Berg Brothers	Amanda Lovelee Contact
Topsoil	5/12/2014	Adam Kay	University of St. Thomas	Amanda Lovelee Contact
Final Grade	5/12/2014	Eric Berg	Berg Brothers	Amanda Lovelee Contact
Drop off Pavers	5/12/2014	Adam Kay and St. Thomas Students	University of St. Thomas	
Telephone Poles	5/13/2014	John Macnamara	Public Works	Amanda Lovelee Contact
Drop off Cut Down Trees	5/13/2014	Zach Gorgensen	City Arborist	Amanda Lovelee Contact
Cut/Install Seating/Telephone Poles	5/14/2014	Eric Berg and Volunteers	Berg Brothers	Amanda Lovelee Contact
Set up Patio	5/15-5/16	Eric Berg and Volunteers	Berg Brothers	Amanda Lovelee Contact
Layout Flowers	5/19/2014	Adam Kay and St. Thomas Students	University of St. Thomas	Amanda Lovelee Contact
Position Plants and Shrubs	5/16/2014	Paula Westmoreland	Ecological Gardens	Amanda Lovelee Contact
Seed Area and Install Erosion Mats	5/21-5/22	Eric Berg	Berg Brothers	Amanda Lovelee Contact
Plant Flowers	5/27/2014	Adam Kay and St. Thomas Students	Univversity of St. Thomas	Amanda Lovelee Contact
Set Field Stones	6/2-6/3	Adam Kay and St. Thomas Students	University of St. Thomas	Amanda Lovelee Contact
Paint Field Stones	5/31/2014	Community/St. Thomas/MCAD	City Artist in Residence	Amanda Lovelee Contact
Paint Telephone Poles	6/16- 6/17	Ed Charbonneau /MCAD	Artist/ Minneapolis College of Art and Design Students	Amanda Lovelee Contact
Paint Sidewalk	6/19-6/20	Ed Charbonneau/MCAD	Artist/ Minneapolis College of Art and Design Students	Amanda Lovelee Contact

Mow the Grass	once a week 5/1-9/1	Adam Kay and St. Thomas Students	University of St. Thomas	Amanda Lovelee Contact
Water Flowers/Grass	daily 5/1-9/1	Adam Kay and St. Thomas Students	University of St. Thomas	Amanda Lovelee Contact
Summer Volunteer Days	Laying out flower pattern, planting seeds, painting the sidewalk	Amanda Lovelee and volunteers	City Artist in Residence	Amanda Lovelee Contact
Movies	no set dates yet	Alex-651-472-3922	Parks	Black Sheep-Colleen
Clean Up Day/ Volunteer Event	Once a season-fall, winter, spring	Amanda Lovelee, St. Thomas, and Volunteers	City Artist in Residence	Amanda Lovelee Contact
St. Thomas will return in May 2015 for another season of planting flowers and maintaining the space from May-September.				

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04-24-14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nonprofit Insurance Advisors 2314 University Ave W, Ste 20 Saint Paul MN 55114	CONTACT NAME: PHONE (A/C, No, Ext): (651) 757-3095 FAX (A/C, No): (651) 642-1517 E-MAIL ADDRESS: info@nonprofitinsuranceadvisors.org														
INSURED Public Art Saint Paul 351 Kellogg Blvd E Saint Paul MN 55101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : First Nonprofit Insurance</td> <td></td> </tr> <tr> <td>INSURER B : The Hartford</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : First Nonprofit Insurance		INSURER B : The Hartford		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : First Nonprofit Insurance															
INSURER B : The Hartford															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	x		TMP2219022-14	05/03/2014	05/03/2015	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY	x		TAP2207645-14	05/03/2014	05/03/2015	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	x		UXL2208177-14	04/13/2014	04/13/2015	EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		41WECBP1128	10/13/2013	10/13/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pedro Park Temporary Art Installation

CERTIFICATE HOLDER

CANCELLATION

City of St Paul Department of Parks and Recreation
 300 City Hall Annex
 25 West 4th Street,
 St Paul, MN 55102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Yang

<CY>

© 1988-2010 ACORD CORPORATION. All rights reserved.