
Agreement for Graphic Design Services

to be provided by Designworks, Inc. for Designated Services

This **SERVICE AGREEMENT** is made and entered into this 1st day of October, 2004, by and between the City of Rapid City (OWNER) and Designworks, Inc. (CONSULTANT) in reference to Roosevelt Park Demonstration Garden Interpretive Sign (PROJECT), for Designworks' graphic design services in connection with the PROJECT described therein.

ARTICLE I – PROJECT DESCRIPTION

The PROJECT, as used herein, refers to providing an interpretive sign at the Demonstration Garden. The project site is located in the northwest area of Roosevelt Park, Rapid City, SD as follows:

- Interpretive Sign - design one (1) 30" x 42" sign for pedestal mounting. Sign to highlight and interpret the water conservation (xeriscape) principles used throughout the garden, highlight unique climatic conditions of the Black Hills area, and acknowledge funding sources for the garden.

ARTICLE II – SCOPE OF DESIGN SERVICES

- A. The professional services for PROJECT to be performed by CONSULTANT under this PROPOSAL are described as:

Concept Design Phase:

1. Develop and draft concept layout for sign.
2. Review preliminary concept with OWNER and the BUREAU OF RECLAMATION (Rapid City field office) for comment & approval.

Sign Design Phase:

1. Compose, draft, and edit sign graphics and text information.
2. Incorporate photos, text, and graphic information as provided / requested by the City of Rapid City and the Bureau of Reclamation.
3. Provide and coordinate sign digital image (.jpeg, .tif, .dwg file) and / or hard copy to the BUREAU OF RECLAMATION for manufacture.
4. Recommend location for placement of sign.

Services Not Included: The following services are not included within this scope of work:

1. Manufacture of sign.
2. Sign pedestal.
3. Delivery coordination.
4. Sign installation plan and details.

ARTICLE III – PERIOD OF SERVICE

- A. CONSULTANT shall commence with work upon receipt from OWNER of an executed SERVICE AGREEMENT.
- B. CONSULTANT shall complete the designated work as described in 'Scope of Design Services' on a timely basis according to mutually agreed upon schedules. The OWNER shall furnish required information on a timely basis according to mutually agreed upon schedules. CONSULTANT will not be responsible for delays beyond its control.

ARTICLE IV – COMPENSATION

- A. PAYMENT FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES:
DESIGNWORKS shall be compensated on a lump sum basis for each phase of designated services as indicated below. Fees include expenses for materials, postage, reproductions, and travel required to complete the scope of services.

Concept Design Phase:	\$ 1,120
Sign Design Phase:	<u>\$ 560</u>
Total Design Fee +	\$ 1,680

- B. In the event there are significant changes in the PROJECT scope or schedule, OWNER and CONSULTANT will negotiate for changes in fee. In determining increases or decreases of the fee, the actual increase or decrease in services involved will be considered.
- C. CONSULTANT shall submit monthly statements for services rendered through the statement period. The OWNER represents adequate funds will be available to make the payments. Payment from OWNER is due within thirty days from date of invoice.

ARTICLE V – GENERAL CONDITIONS

- A. **Professional Services:** The CONSULTANT represents that the services furnished under this AGREEMENT will be in accordance with generally accepted professional practices. The CONSULTANT shall not be responsible for the accuracy of information furnished by the OWNER or its agents.
- B. **Suspension or Termination of Services:** OWNER may suspend or terminate any or all services covered in the SERVICE AGREEMENT at any time with written notice to the CONSULTANT, and upon payment for all services rendered and expenses incurred to the effective date of such suspension or termination.

The parties hereto have made and executed, through their lawfully empowered representatives, this AGREEMENT as described above.

Dated this 6 day of October, 2004.

Designworks, Inc.

By: _____

Its: President

CITY OF RAPID CITY

By: _____

Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

JPC
Attorney

10-6-04
Date