

LETTER OF AGREEMENT

September 20, 2023

Town of Eatonville
307 E Kennedy Blvd
Eatonville, FL 32751
Attention: Mayor Angie Gardner
Hereinafter referred to as **Owner**.

AND

JEFRE Figueras Manuel
studio JEFRE, llc.
9838 Poplar Place
Orlando, Florida 32827
Hereinafter referred to as **Artist**.

Re: I-4 Ultimate Art Project: Design Management, Fabrication, Installation and Construction Administration

Dear Mayor Gardner

STUDIO JEFRE LA (Artist) is pleased to present this contract of Agreement City of Eatonville (Owner) to provide design, project management, cost estimate, fabrication, installation and construction administration services for an Iconic Public Art project located in Eatonville, Florida.

PROJECT DESCRIPTION

In 2020, the Owner has received a grant from the FDOT I-4 Ultimate project that spanned 21 miles of Interstate 4 from west of Kirkman Road to east of S.R. 434 passing through the cities of Orlando, Winter Park, Maitland, Altamonte Springs, Longwood and Eatonville. A series of grants were given to each city to create a site specific public art project. Eatonville received \$180k as part of this art grant and awarded STUDIO JEFRE LA to provide conceptual art design services for an Iconic Artwork for downtown Eatonville. On April 2023 a conceptual design was presented to City Council and approved proceed to final design and fabrication. As part of the Owners objective, an Iconic Sculptural was proposed and inspired by the cities motto "The Town that Freedom Built". The art concept is composed of three dimensional 10-20' letters that create the word "Freedom" mounted on a pole approximately 188.7' in reference to when the town was established in 1887. The sculptural marker is mounted onto a plaza composed of circular seat walls in the shape of giant shackles and a bronze sculpture depicting the singing day of independence. (Attachment A & B)

Inquires:
studio
JEFRE, llc
9838 POPLAR PLACE
Orlando,
Florida 32827
P | F 407.852.7997
L07000067580

SCOPE OF WORK – SECTION 1

Specifically, the Artist's work shall include preparation of final design and project management of the following deliverables:

Artist Fee

- Lead Designer
- Administration
- Documentation
- Concept Refinement
- Project Mobilization
- Project Coordination Management
- Art Direction & Engineering Support
- Permitting & Shop Drawing Coordination
- Installation & Fabrication

The Owner will work with the Artist to develop design bid documents that will establish a budget for fundraising above and beyond the existing 180k grant received from the Department of Transportation I-4 Ultimate Art Project. The Artist will contract with a local architect and engineering firm to provide professional structural engineering and permitting services.

The approved construction budgets are the following:

- | | | |
|-----|---|-----------------------------|
| 1.1 | Sculpture | \$160,000.00 Existing Funds |
| | <ul style="list-style-type: none">• "Freedom Letter"• Mounting Pole• Hardscape Plaza• Handcuff Seat walls• Bronze Sculpture• Landscaping• Foundations• Shipping• Crane/Erection• Installation• Lighting | |
| 1.2 | Permitting Services | \$10,0000 |
| | <ul style="list-style-type: none">• Structural Engineering• Civil Engineering• Landscape Architecture• Permit Set | |

1.3	PR/Marketing Services	\$10,0000
	<ul style="list-style-type: none"> • Press Release • National Marketing • Renderings 	
1.4	Artist Fee	\$0 (Donation)
	<ul style="list-style-type: none"> • Final Design • Project Management • Marketing/PR • Construction Administration • Fundraising 	
	Total Existing Budget	\$180,000.00

CONDITIONS OF THE CONTRACT – SECTION 2

1. The Artist shall submit invoices prior to workshop to the Owner for compensation of the work completed at the time of workshops. Payment shall be due within 7 days of receipt of each invoice. In the event that full payment on any invoice exceeds 14 days, all work on the project shall cease until all outstanding invoices are paid in full. The Client agrees to pay or reimburse the Consultant for all reasonable attorneys and legal fees required to collect compensation for services rendered in accordance with this contract agreement.
2. The Artist shall provide work of a professional caliber; however, the Artist cannot, and does not, guarantee the action of the reviewing agencies and government officials to provide government approvals.
3. The Artist shall be reimbursed at direct cost for any expenses not specifically included in this agreement, including, but not limited to, plotting, blueprinting and copy expenses, long distance calls, and travel expenses (food, travel, lodging and tolls at direct cost). Travel expenses for 1.5 Install/Fab Site Visits are covered under that particular scope item.

4. Artist hereby retains all copyrights in and to the ARTWORK. However, for the term of this Agreement and any time thereafter, Artist hereby authorizes and grants a non-exclusive license to Owner to make any and all reproductions or derivatives in whatever form of the ARTWORK for educational, public relations, arts promotional, commercial or any other purpose, provided Owner receives timely written notice of such reproductions. If Owner uses the Work for commercial purpose, all revenues received by Owner from such commercial ventures shall be directed to mechanism for long-term maintenance of the Work. Any use of the actual ARTWORK by Owner or any third party must be approved, in advance, by Artist. The Artist owns the rights to build and construct any approved sculptures.

COMPENSATION – SECTION 3

The services described in Section 1.0 of this Agreement will be provided on the following fee basis:

1.1 Sculpture	\$160,000.00
1.2 Permitting Services	\$10,000.00
1.3 PR/Marketing	\$10,000.00
1.4 Artist Fee	\$0

Total: One Hundred Eighty Thousand Dollars (\$180,000.00 USD)*

**Artist to use final permitting documents to generate final cost estimates. Any construction bids amount above the existing budget of \$180,000.00 will be funded through donations. Any donations will be collected by Owner and issued to Artist as change orders to master contract. The Artist owns the rights to build and construct any approved sculptures.*

AUTHORIZATION – SECTION 4

The Artist and the Owner hereby agree to the terms and conditions outlined above. Artist will bill each task based on percent complete. Upon execution of this agreement, the Owner authorizes the Artist to initiate work. A retainer of \$20,000.00 USD will be required upon execution of the contract. The retainer will cover initial expenses for time, travel and time. Payment for all reimbursable's and services to be provided will be paid via check or wire to Artist account and bank information as follows:

Artist proposes that this work be compensated on a not-to-exceed fee basis, plus direct cost, in accordance with the rates and conditions applying to our current Agreement with Client. For the above tasks, we propose a existing budget of **One Hundred Eighty Thousand Dollars \$180,000.00 USD**, plus direct costs, not to be exceeded without Client authorization. After completion of permit bid set, final estimates will be presented to Owner. The amount above the existing budget will be fundraised. All raised funds to offset costs will be issued to Owner and then to Artist via change order to master contract.

We will begin our work upon receiving authorization to proceed. The services will be completed based on a milestone schedule mutually agreed to between the Artist and Owner.

Incoming Wiring Instructions

Beneficiary Bank: **CenterState Bank of Florida, NA**

Beneficiary Address: 1101 First Street South Winter Haven, Florida 33880

ABA# 063114030

Swift Code: **CSBKUS33**

Beneficiary Name: Studio JEFRE LLC

Beneficiary: 9838 Poplar Place Orlando Florida 32827

Business Checking Account Number: 386560



Angie Gardner, "Owner Rep"
Town of Eatonville

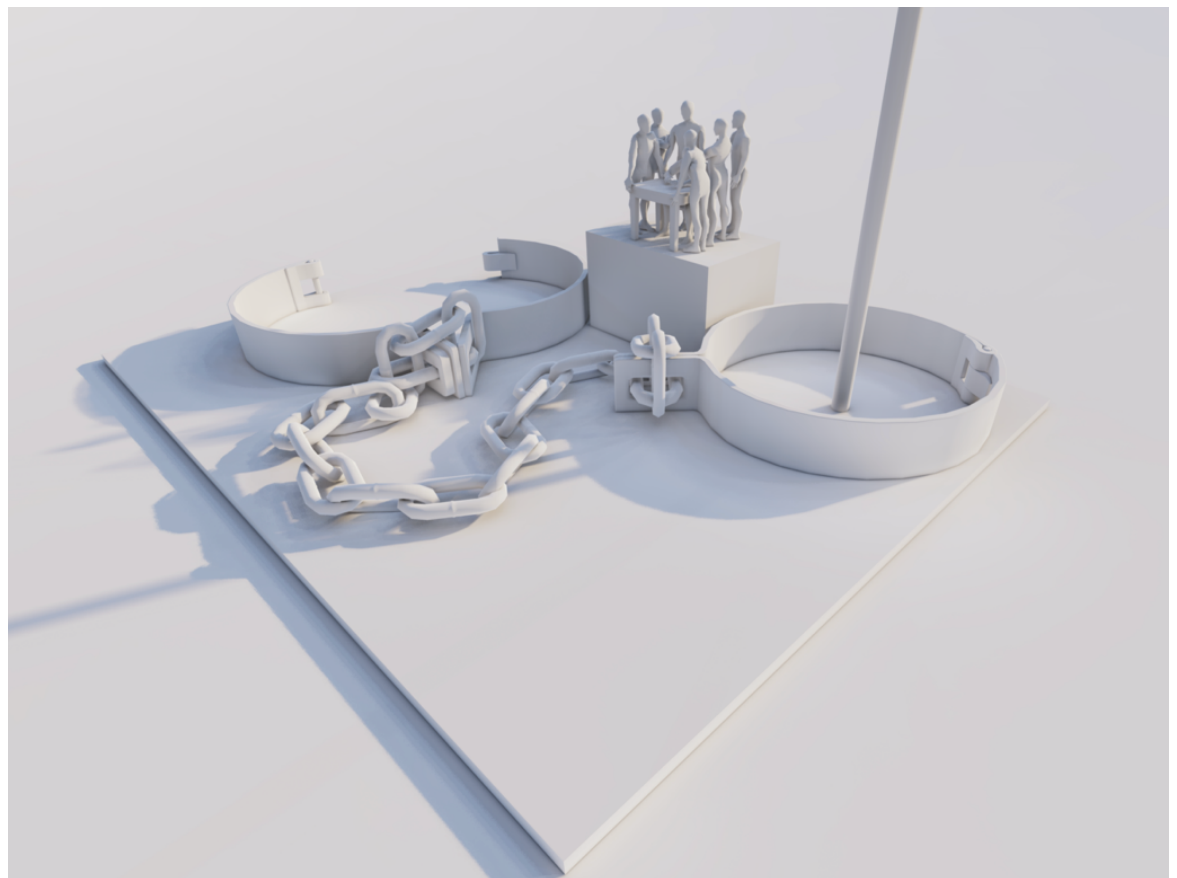
Jefre Figueras Manuel, "Artist"
studio jefre, LLC

Date: _____

Date: 9/20/2023



Attachment A



Attachment B