

THE CITY OF NEW YORK
DEPARTMENT OF PUBLIC WORKS

MUNICIPAL BUILDING



NEW YORK, N. Y., 10007

April 29, 1966

ADDRESS ALL COMMUNICATIONS TO THE DEPARTMENT

COMMISSIONER

William C. Mattison

DEPUTY COMMISSIONERS

MEYER F. WILK, P. E.

Stévy Bernstein

Osvaldo S. Delicats

IN REPLY REFER TO HD-225

New 300 Bed Hospital and
Expansion of Facilities at
Horlen Hospital, Manhattan
Sculptural Work

Castagna and Son, Inc.
2110 Northern Boulevard
Manhasset, New York 11030

Gentlemen:

Transmitted herewith is executed copy of Agreement with John Rhoden, Sculptor, 23 Cranberry Street, Brooklyn, N. Y., and Modern Art Foundry, Inc., 18-70 41st Street, Long Island City, N.Y., (as a joint venture), for the design and casting of heroic size bronze relief sculptural work on the West Facade over Main Entrance, in connection with the above stated project.

This Agreement was executed on April 28, 1966 in accordance with the terms and conditions of Contract No. 201625 between the City of New York, Department of Public Works and your firm.

Since all payments to the Sculptor and the Foundry will be made by your firm from the moneys included in your contract, you are directed to enter into a subcontract with the Sculptor and the Foundry by using our standard form "For Approval of Sub-Contractor".

As the work progresses, this office will notify you when payments shall be made to the Sculptor and the Foundry.

cc: Mr. John Rhoden, Sculptor
23 Cranberry Street
Brooklyn, N. Y.

Very truly yours,

WILLIAM C. MATTISON
Commissioner

Enclosure:

Executed copy of Agreement

AGREEMENT BETWEEN
COMMISSIONER OF PUBLIC WORKS
ACTING FOR
DARTNER & SON, INC., Contractor

-END-

X * * * * *

: JOHN MOORE, Sculptor :
: 23 Cranberry Street :
: Brooklyn, N.Y. 11201 :
: and :
: MOORE ART FOUNDRY, INC. :
: 18-70 41st Street :
: Long Island City, N.Y. 11105 :
: (A joint venture) :

X * * * * *

CAPITAL PROJECT NO. HQ-221

NEW 800 BED HOSPITAL AND EXPANSION OF FACILITIES
AT BAILEY HOSPITAL, Borough of Manhattan, City
of New York.

Design and casting of barrel size bronze relief sculptural work
on the West Facade over Main Entrance.

This Agreement made and entered into this 28th day of APRIL, 1966, and between CASTERNA & SON, INC., of 2110 Northern Blvd., Manhasset, New York (hereinafter referred to as "the Contractor") acting by and through the Commissioner of Public Works of the City of New York (hereinafter referred to as the "the Commissioner") and the joint venturers JOHN HODGEN of 23 Cranberry Street, Brooklyn, New York (hereinafter referred to as "the Sculptor") and HODGEN ART FOUNDRY, INC., of 18-70 41st Street, Long Island City, New York (hereinafter referred to as "the Foundry").

M I N I M U M S

WHEREAS, the City has entered into a contract bearing the Comptroller's Registration No. 301629 with the Contractor, for Contract No. 1 - General Construction Work for the Construction of the NEW 800 BED HOSPITAL AND EXPANSION OF FACILITIES AT HARLEM HOSPITAL, Borough of Manhattan, City of New York, and

WHEREAS, the plans and specifications which are a part of said contract provide that the Contractor shall include in his proposal the sum of \$25,000.00 and an additional sum of \$18,000.00 added thereto by Change Order No. 1-3 and the total sum of \$43,000.00 is to be held in net amount for disbursement by the Commissioner to provide designs, graphic sketches, small scale sculpture, full size enlargement in metal, casting of sculpture and delivery of same to the job site and supervision of the installation of heretofore size bronze relief sculptural work on the West Facade over the Main Entrance of the project, including the cost of mounting and anchorage, and

WHEREAS, the Contractor has authorized the Commissioner of Public Works to execute this contract on behalf of the Contractor, and

WHEREAS, it is desired to engage the combined services of a competent qualified sculptor and a foundry upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That the program annexed hereto is made a part of this Agreement and the Sculptor and Foundry shall comply with the terms thereof.

2. That the Municipal Art Commission of the City of New York shall have the final decision on the work of art involved and the submissions of the Sculptor and Foundry must meet with the approval of such Commission.

3. That within thirty (30) days after he is notified to start work, the Sculptor shall submit graphic sketches for review and he shall continue to make additional sketches as found necessary by the Commissioner, until same is approved by the Commissioner and the Municipal Art Commission. The Sculptor may augment his work with three-dimensional plastic models if he elects to do so.

4. That within thirty (30) days after approval of the graphic sketches and after notification by the Commissioner to proceed, the Sculptor shall make one (1) small scale model at a scale of 1"-1 1/2"-0", of plaster or other suitable material, colored to simulate bronze, of the approved graphic sketch following as faithfully as possible the approved subject matter. He shall submit to the Commissioner, without delay, three (3) sets of photographs approximately 8" x 10", taken from various angles to show the features and details of the modeling of the small scale plaster model.

5. That upon approval by the Commissioner and the Municipal Art Commission of the photographs required under Paragraph "4" of the small scale model, the Sculptor shall deliver to the Commissioner a true replica cast in bronze of the approved model, showing color and texture of the desired finishes. The Commissioner will retain this bronze model which becomes the property of the City. Upon receipt of approval from the Commissioner and the Art Commission, the Sculptor, who shall have retained a duplicate model at his studio, shall complete, within one hundred and twenty (120) days the full size enlargement of the model in suitable material for reproduction into bronze. The maximum dimensions of the bronze sculpture shall be 12'-0" in height, 10'-0" in width with maximum projection from the facade of the building of 2'-0". During the time of the enlargement, the Sculptor shall advise and write the Commissioner to inspect and check the work as it progresses.

6. That upon approval by the Commissioner and the Art Commission of the full size model required under Paragraph "5", the Sculptor shall deliver the said model to the Foundry, securely crated and at his own expense and risk.

7. That the Foundry shall prepare the wax moulds as required for casting into stationary bronze, under the guidance and supervision of the Sculptor, and shall not undertake the casting until the work is certified to be satisfactory by the Sculptor and approved by the Commissioner. The Foundry shall deliver the finished work, together with templates as required for the installation, to the project site safely and properly protected at their own risk and expense.

8. That the Sculptor shall supervise the preparation of moulds, casting into bronze with brackets and/or lugs for anchorage, finishing and coloring of the work at the foundry, as often as necessary and shall report to the Commissioner on the progress of the work, he shall certify to the Commissioner that he is satisfied with the execution of the work and advise the Commissioner when the sculpture is ready for delivery by the Foundry to the project site.

9. That the Sculptor shall advise the Commissioner as early as possible of the approximate weight of the bronze sculpture and the method of desired installation to the structure in order that the details of mounting and anchorage can be worked out well ahead of time.

10. That the Sculptor shall be paid the sum of Twenty-eight thousand Dollars (\$28,000.00), in the following manner:

- a. \$1,000 - advance payment upon execution of this Agreement.
- b. \$2,000 - upon completing the 1"=1'0" scale model.
- c. \$3,000 - upon Art Commission approval of the scale model.
- d. \$1,000 - upon receipt of the bronze replica of 1"=1'0" scale model.
- e. \$5,000 - when full size enlargement is half completed.
- f. \$6,000 - when the full size model is completed and approved by the Commissioner and the Art Commission and after delivery to the Foundry.
- g. \$5,000 - when the casting is completed.
- h. \$3,000 - after the sculpture is installed.

1. \$2,000 - when Art Commission approves installation of sculpture.

11. That the Foundry shall be paid the sum of Twenty Thousand Dollars (\$20,000.00), in the following manner:

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- a. \$5,000 - upon completion of the wax molds.
 - b. \$5,000 - when the casting is completed.
 - c. \$5,000 - upon assembling and finishing.
 - d. \$5,000 - upon delivery to the project site and when approved by the Commissioner and the Art Commission.

12. That no final payment to the Sculptor and/or the Foundry shall be made except upon certification signed by the Municipal Art Commission of the City of New York that the work has been completed to their satisfaction.

13. That the Sculptor's and Foundry's fee shall be paid out of such moneys as have been included in the contract by the Contractor for the purposes herein provided. The Commissioner and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to the Sculptor and/or the Foundry.

IN WITNESS WHEREOF, this agreement has been executed in quadruplicate the day and year first-above written.

CANTOR & SON, INC.

[Signature]
Commissioner of Public Works

JOHN HICKES

[Signature]
Sculptor

MOORE ART FOUNDRY, INC.

[Signature]
Foundry

(Affix Seal)

ACKNOWLEDGMENT BY COMMISSIONER

State of New York)
 ss.:
County of New York)

On this 28th day of APRIL 1966, before me personally came
William C. Morrison to me known and known to me to be the Commissioner
of Public Works of the City of New York, the person described in and
who executed the foregoing instrument, and he acknowledged to me that he
executed the same as such Commissioner for the purposes therein.

Paquale R. Manetta
Notary Public or Commissioner of Bonds
Notary Public for the State of New York
No. 1222222
Qualified in Kings County
Expiration Date with N. Y. County Clerk
New York State Board of Ex.

ACKNOWLEDGMENT BY INDIVIDUAL

State of New York)
 ss.:
County of New York)

On this 25th day of April 1966, before me personally came
John Rocco , to me known and known to me to be the person
described in and who executed the foregoing instrument, and he duly
acknowledged to me that he executed the same for the purposes therein
mentioned.

Paquale R. Manetta
Notary Public or Commissioner of Bonds
Notary Public for the State of New York
No. 1222222
Qualified in Kings County
Expiration Date with N. Y. County Clerk
New York State Board of Ex.

ACKNOWLEDGMENT BY CORPORATION

State of New York)
 ss.:
County of Manhatten)

On this 25th day of April, 1966, before me personally
came John C. Sprain who being by me duly sworn, did depose
and say that he resides in the City of New York; that he is the
VICE-PRESIDENT of the AMERICAN AIR ROUTES, INC.
The corporation described in and which executed
the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to the said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said corporation;
and that he signed his name thereto by like order.

Paquale R. Manetta
Notary Public or Commissioner of Bonds
Notary Public for the State of New York
No. 1222222
Qualified in Kings County
Expiration Date with N. Y. County Clerk
New York State Board of Ex.

6. VERIFYING CONDITIONS

(a) Verify all measurements in the field, as required, for work fabricated to fit conditions at the building.

(b) Before starting work, examine all adjoining work on which the work of this Section is in any way dependent for perfect workmanship and fit. Do such corrective work to adjoining work as may be necessary to make the work of this Section perfect in all respects.

7. MATERIALS

(a) All metals shall be free from defects impairing strength, durability or appearance, and of best commercial quality for purposes specified. Metals shall be made with structural properties, to withstand safely, the strains and stresses to which they will be normally subjected.

(b) PROTECTION - All metals shall be affectively protected from injury at shops, in transit to the building, and until erected in place, completed, inspected and accepted.

(c) GAUGES herein specified refer to Browne and Sharpe for sheet aluminum, and to U.S. Standard for sheet stainless steel. Gauge thickness specified shall be minimum and be established after polishing.

8. ALUMINUM WORK

(a) MATERIALS

(1) The aluminum alloy products shall be of uniform quality, free from injurious defects, and shall meet the properties of the specifications governing the alloy specified.

(2) ALUMINUM CASTINGS shall be alloy #43 in accord with Fed. Spec's. QQ-A-601, Class 2, Condition AC.

a. Aluminum castings in conjunction with extruded shapes, tubing bar, rod and sheet which are to receive plain Alumilite finish shall be alloy #214 in accord with the Fed. Spec's. QQ-A-601, Class 5 Condition AC.

(3) ALUMINUM SHEETS shall be alloy #35 in accord with Fed. Spec's. QQ-A-359.

(4) ALUMINUM TUBING DRAWN OR EXTRUDED shall be alloy #35 in accord with Fed. Spec. W-T-788.

(5) ALUMINUM EXTRUDED SHAPES, extruded rod and bar shall be alloy #638 in accord with Fed. Spec. QQ-A-331.

CONTRACT NO. 1 - SECTION NO. 21 - ORNAMENTAL METAL WORK

2. RELATED WORK SPECIFIED IN OTHER SECTIONS OF THE CONTRACT

- (a) Aluminum windows, with metal stools, heads, jambs, exterior aluminum louvers and aluminum sills there-with, and stainless steel windows and exterior stainless steel louvers are specified under Section on "WINDOWS."
- (b) Elevator hoistway entrances are specified under Section on "ELEVATORS."
- (c) Aluminum work in connection with 7th Floor fencing is specified under Section on "MISCELLANEOUS METAL WORK."
- (d) Mail chute, Directory Board are specified under Section on "SPECIALTY ITEMS."
- (e) Glass and glazing are specified under Section on "GLASS AND GLAZING."
- (f) Caulking between metal and masonry is specified under "CAULKING."
- (g) Stainless steel work in connection with Animal Room on 14th Floor including doors and hardware is specified under Section on "MISCELLANEOUS METAL WORK."
- (h) Steel plate column casings and wheel guards as specified under Section on "Miscellaneous Metal Work."

3. RELATED WORK SPECIFIED IN OTHER CONTRACTS

- (a) Except as hereinafter specified for illuminated signs all electric wiring is specified under CONTRACT NO. 4 - "ELECTRIC WORK AND LIGHTING FIXTURES."
- (b) Mirrors and frames as in Toilet and Locker Rooms are specified under CONTRACT NO. 2 - "PLUMBING WORK."

4. SAMPLES

In accordance with the requirements of "General Conditions Governing All Contracts," submit samples of special work and finishes as required.

5. SHOP DRAWINGS

In accordance with the requirements of "General Conditions Governing All Contracts," submit complete and accurate shop drawings for all work of this Section, showing at large scale the construction, framing, reinforcement, anchorage, connections to adjacent work and other necessary and required details.

PROGRAM FOR SCULPTURE
FOR
WEST FACADE OVER MAIN ENTRANCE
OF THE

NEW 600 BED HOSPITAL AT HARLEM HOSPITAL,
BOROUGH OF MANHATTAN, CITY OF NEW YORK

I. PURPOSE

The Sculptor in collaboration with the Commissioner shall develop the design for a heroic size bronze relief sculptural work on the West Facade over Main Entrance of the New 600 Bed Hospital at Harlem Hospital, Borough of Manhattan.

II. SUBJECT

Design and composition of the sculpture is left to the Sculptor's choice and creative judgment.

It shall be borne in mind however, that this is a public building, built with public funds and that the sculpture shall relate to the activities, medical and communal, which are germane to this building.

It should be aesthetically worthy of general appreciation as well as harmonious in scale and treatment to the architectural whole and to the setting and environment.

III. MATERIAL

Material for the executed sculpture shall be bronze.

IV. ADDITIONAL DATA

The Sculptor will be provided with the following:

1. Plot Plan showing location of building.
2. Photographs of rendering by the Architect.
3. Prints of plans, elevations and details as required.

V. DISPOSITION OF MODELS AND SKETCHES

Models and sketches will become the property of the City of

New York. The City reserves the right to use them for any purpose or dispose of them as seen fit, except no duplication of either the small scale bronze model or full size sculpture shall be executed without consent of the Sculptor.

F/McC -3/20/66
hjm