



DEPARTMENT OF PUBLIC WORKS
MUNICIPAL BUILDING, NEW YORK, N. Y. 10007

ALFRED C. MARVIS, Commissioner



April 25, 1972

Mr. John Rhoden
Sculptor
23 Cranberry Street
Brooklyn, N. Y. 11201

Re: HO-145, Bellevue Hospital
Agreement for Sculpture
For Perusal

Dear Mr. Rhoden:

Transmitted herewith for your perusal is proposed form of Agreement for you to furnish an original sculptural work in connection with the above project.

Castagna and Son, the general contractors for this project, have also been sent copies of this Agreement with instructions for execution.

If you have any comments concerning this transmittal, please contact this office at once.

Sincerely,

Leonard J. Burney, P.E., L.S.
Chief
Office of Professional Contracts

Enc.
GAP/js

cc: A/C Delicata
Messrs: Murphy, Branjes,
Grasso, Pagnotta, Rutkin

AGREEMENT BETWEEN

CASTAGNA AND SON INC.
2110 Northern Boulevard
Manhasset, Long Island, N. Y. 11030

and

JOHN RHODEN
23 Cranberry Street
Brooklyn, N. Y. 11201

for

Preparation By the Sculptor of Designs, Small Model,
Small Scale Sculpture, Casting and Supervision of
Installation for a Monumental Sculpture to be located
in the Lawn Area, South Side of the New Building of
the Bellevue Hospital Center - New Hospital Building

in connection with

CAPITAL PROJECT HQ-145
BELLEVUE HOSPITAL
Borough of Manhattan
City of New York

THIS AGREEMENT made and entered into this _____ day
of _____, 197____, by and between CASTAGNA AND
SON INC., 2116 Northern Boulevard, Manhasset, Long Island, N. Y.
11030, hereinafter referred to as "the Contractor" and JOHN RHODEN,
23 Cranberry Street, Brooklyn, N. Y. 11221, hereinafter referred to as
"the Sculptor."

WITNESSETH:

WHEREAS, the City has entered into a contract bearing
Comptroller's Registration No. 102421 with the Contractor, for
Contract No. 1 - General Construction Work for the Construction of the
New Bellevue Hospital Building, 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 a
total sum of \$125,000. for Art Work to be held in net amounts for dis-
bursement by the Commissioner of Public Works to provide designs, a
small model, small-scale sculpture where required, fabrication and
delivery of same to the job site, installation and supervision of the
installation of sculptural work at the New Bellevue Hospital Building.

WHEREAS, it is desired to engage the services of a
competant qualified sculptur to provide one (1) monumental piece of
sculpture upon the terms and conditions hereinafter set forth,

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

1. The Sculptor agrees to design, and to furnish all
materials, equipment and appliances required to deliver to the job site

and install a monumental piece of sculpture in accordance with plans and specifications for Contract 203627 which contract is between Castagna and Son Inc. and the Commissioner of Public Works acting for and in behalf of the City of New York.

2. The Sculptor shall act promptly and systematically on the installation of and the supervision of the installation of the sculptural work in its intended location. The Sculptor shall make whatever arrangements as may be necessary or desirable with the Contractor or an approved subcontractor to receive, store, protect and install the sculptural work of art. The cost of said work is included in the lump sum fee stated herein with no additional amount due or payable by the City to the Sculptor or the Contractor.

3. 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 must meet with the approval of such Commission.

4. Within thirty (30) days after he is notified to start work, the Sculptor shall submit a small-scale model, indicating the sculpture and its relationship to the surrounding buildings and environs. He shall make revisions to the small-scale model, as found necessary by the Commissioner of Public Works, until same is approved by the Commissioner of Public Works and the Municipal Art Commission.

5. Within thirty (30) days after approval of the above small-scale model, and after notification by the Commissioner of

Public Works to proceed, the Sculptor shall make one (1) scale model, of suitable material, of the approved small-scale model, referred to in paragraph 4 above, at a scale of 1 inch = 6 inches, following as faithfully as possible the approved subject matter. He shall submit to the Commissioner of Public Works without delay, this approximately 1/6 scale model and three (3) sets of photographs of the 1/6 scale model approximately 3" x 16", taken from various angles to show the features and details of the modeling.

4. Upon approval of the photographs by the Commissioner of Public Works and the Art Commission of the models required under paragraphs 4 and 5, the Sculptor shall commence the fabricating of the sculptural work and subsequently deliver at his expense and risk, no later than September 30, 1932, the completed work to the building site and install same in an approved manner.

5. The Sculptor shall furnish adequate information to the Commissioner of Public Works through the Consulting Architect for the preparation of drawings by the Architect, for a base for the sculpture (to be furnished by the Sculptor), indicating its shape, location, size and finish, and method of anchorage of the structure. The Consulting Architect, Katz, Weissman, Weber & Struss, Himmelskrantz & Bernhard will, under Contract No. 297,164, with the Commissioner of Public Works prepare the necessary construction drawings to be issued to the contractors, if required, including an anchor bolt location template, in accordance with the requirements of the contract drawings.

6. The Sculptor shall furnish information to the

Commissioner and the Consulting Architects as early as possible, of the approximate weight of the finished sculpture and the proposed base.

9. The Sculptor shall be paid the sum of ninety-five thousand dollars (\$95,000.00) in the following manner:

- a) \$ 2,500 - advance payment upon execution of this Agreement
- b) \$ 2,500 - upon approval of the small-scale model by the Commissioner of Public Works and the Art Commission
- c) \$ 10,000 - when the working model (approx. 1/8 scale) is completed, and approved by the Art Commission
- d) \$ 10,000 - when the full-scale wax model is completed by the foundry
- e) \$ 10,000 - when the casting is completed at the foundry, ready for delivery
- f) \$ 2,500 - when the sculpture is received ready for erection at the site
- g) \$ 2,500 - when the Art Commission gives final approval of the installation of the sculpture.

As security for the faithful performance of this contract, the Contractor shall deduct, and retain until final payment, 10% of the value of the work certified for payment in each partial payment voucher, until the amount so deducted and retained shall equal 5% of the contract price. Said retained amount shall be paid in full to the Sculptor within ten (10) days of receipt of such retained amount, or portions thereof, by the Contractor.

10. The Sculptor shall submit vouchers for payment to the Commissioner of Public Works for approval. The Commissioner of

Public Works will forward the approved invoice for prompt payment for the full amount of the voucher by the Contractor, less the retained percentage as provided in paragraph 9, above.

11. No final payment 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.

12. The Sculptor's fee shall be paid out of such monies as have been included in the contract by the Contractor for the purposes herein provided. The Commissioner of Public Works 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. The Contractor shall not be liable in any manner whatsoever to the Sculptor except for the performing of such work as required by the Contract Documents and the payments, as approved by the Commissioner of Public Works, to the Sculptor.

IN WITNESS THEREOF, this Agreement has been executed in quadruplicate the day and year first above written.

CASTAGNA AND SON INC.

By _____

JOHN RHODEN

By _____

Approved as to Form

(Affix Seal)

General Counsel
Municipal Service Administration

ACKNOWLEDGMENT BY INDIVIDUAL

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

On this day of 197 , before me personally
came , 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 there-
in mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

State of New York)
(ss:
County of Nassau)

On this day of 197 , before me personally
came , who being by me duly sworn, did depose
and say that he resides in the City of ; that he is the

of Castagna and Son 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.

Notary Public or Commissioner of Deeds

PROGRAM FOR SCULPTURE
in the
LAWN AREA
of the
NEW BELLEVUE HOSPITAL BUILDING
Borough of Manhattan
City of New York

I. PURPOSE

The Sculptor in collaboration with the Architect shall develop the design for a monumental sculpture in the Lawn Area, at a location, as approved, for the New Bellevue Hospital Building, 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 quality public project of major civic importance, built with public funds and that the sculpture shall be appropriate to the purpose.

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

III. MATERIAL

Material for the executed sculpture shall be cast bronze and copper with an appropriate base of Cor-ten steel, or approved equal, as approved by the Art Commission.

IV. ADDITIONAL DATA

The Sculptor will be provided with prints of plans, elevations and details as required.

V. DISPOSITION OF MODELS

All models 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 models or full-size sculpture shall be executed without the written consent of the Sculptor.