

COMMISSIONER OF PUBLIC WORKS

-and-

JOHN HICKEY, Sculptor
23 Cranberry Street
Brooklyn, N.Y. 11201

GENERAL PROJECT NO. HS-62

Agreement between JOHN HICKEY, Sculptor and the Commissioner of Public Works, acting for JOHN T. SMITH & CO., INC., for the preparation by the Sculptor of designs, graphic, sketches, small scale sculpture, full size enlargement, casting and supervision of installation for sculpture on the exterior of the NEW PSYCHIATRIC ADDITION TO THE MONTROSE HOSPITAL, Borough of Manhattan, City of New York.

THIS AGREEMENT made and entered into this 16th day of April, 1948, between JOHN T. BRADY & CO., INC., of 92 North Avenue, New Rochelle, N.Y. 10801, (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 Commissioner") and JOHN INDEEN of 23 Cranberry Street, Brooklyn, N.Y. 11201, (hereinafter referred to as "the Sculptor").

W I T N E S S E T H

WHEREAS, the City has entered into a contract bearing the Comptroller's Registration#903125 with the Contractor, for Contract No. 1 - General Construction Work for the Construction of the NEW PSYCHIATRIC ADDITION TO THE METROPOLITAN 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 \$22,000.00 and 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 and delivery by others of the same to the job site and supervision of the installation of two stainless steel sculptures, one of which shall be located on the exterior and the other in the interior of the building, including the cost of installation and erection of the sculptures; 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 services of a competent qualified sculptor upon the terms and conditions hereinafter set

forth for the sculpture to be located on the exterior of the building.

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

1. That the program annexed hereto is made a part of this Agreement and the Sculptor 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 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 make additional sketches as found necessary by the Commissioner, until some is approved by the Commissioner and the Municipal Art Commission.
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, of plaster or other durable material, of suitable size, 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 of the photographs by the Commissioner and the Art Commission of the small scale model required under Paragraph "4", the Sculptor shall commence the enlargement and constructing or casting of the sculptural work into metal and others will subsequently deliver the completed sculptural work, within one-hundred-twenty (120) days, to the building site and the Sculptor shall supervise the installation of same by others. The metal to be used may be at the Sculptor's option and as approved by the Commissioner, any durable non-corroding and non-staining metal will be acceptable.

6. That the Sculptor shall furnish adequate information to the Commissioner for the preparation of installation drawings for the sculpture, indicating its shape, size and finish, and method of anchorage. The installation will be done by others under the supervision of the Sculptor.

7. That the Sculptor shall furnish information to the Commissioner as early as possible, of the approximate weight of the finished sculpture.

8. That the Sculptor shall be paid the sum of Twelve Thousand Dollars (\$12,000.00), in the following manner:

50%
75%
100%

- a. \$2,000. - advance payment upon execution of this Agreement.
- b. \$2,000. - upon delivering small scale model and upon Art Commission approval of same.
- c. \$3,000. - when full size ^{sculpture} ~~model~~ is half completed. *John*
- d. \$3,000. - when full size ^{sculpture} ~~model~~ is approved by Art Commission, and delivered to the site by others. *John*
- e. \$2,000. - when Art Commission approves installation of sculpture.
- f. Before any payment to be made for each of the above items b to d, the Sculptor shall furnish the Commissioner with three (3) sets of photographs 8" x 10", to show the progress of the work.

9. That 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.

10. That the Sculptor'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.

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

JOHN T. BRANN & CO. INC.
Eugene E. Brann
Commissioner of Public Works
JOHN
John Phoebe
Sculptor

ACKNOWLEDGMENT BY COMMISSIONER

State of New York)
 County of New York) SS.1

On this 16th day of April 1968, before me personally came Eugene E. Hunt, 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.


 Rosalind R. Mantle
 Notary Public or Commissioner of Deeds
 Rosalind R. Mantle
 Notary Public, State of New York
 No. 24-702170
 Qualified in Kings County
 Commission Expires March 22, 1970

ACKNOWLEDGMENT BY INDIVIDUAL

State of New York)
 County of New York) SS.1

On this 16th day of April 1968, before me personally came Joan Linden 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.


 Rosalind R. Mantle
 Notary Public or Commissioner of Deeds
 Rosalind R. Mantle
 Notary Public, State of New York
 No. 24-702170
 Qualified in Kings County
 Commission Expires March 22, 1970

PROGRAM FOR SCULPTURE
ON THE
EXTERIOR
OF THE
NEW PSYCHIATRIC ADDITION
TO THE
METROPOLITAN HOSPITAL
Borough of Manhattan
City of New York

I. PURPOSE

The Sculptor in collaboration with the Commissioner shall develop the design for a sculpture on the exterior of the New Psychiatric Addition to the Metropolitan Hospital, Borough of Manhattan.

II. SCOPE

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 be appropriate for the purpose of the institution.

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 durable non-staining, non-corroding metal as approved by the Commissioner.

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. No duplication of either the small scale model or full size sculpture shall be executed without consent of the Sculptor.

* * * * *

RMK - 3/1/68
hjm