

# Exhibit A

AGREEMENT

BY AND BETWEEN

URBAHN & LITCHFIELD GROSFELD A JOINT VENTURE  
1250 Broadway  
New York, New York 10001

AND

RICHARD HAAS  
361 West 36th Street  
New York, New York 10018

KIT-YIN SNYDER  
80 Warren Street  
New York, New York 10001

FOR ARTWORK  
INCLUDING DELIVERY TO THE SITE & INSTALLATION

AT THE

NEW DETENTION FACILITY IN LOWER MANHATTAN  
124 White Street  
New York, New York 10007

THIS AGREEMENT, made and entered into this 2nd day of July, 1987, by and between Urbahn & Litchfield Grosfeld A Joint Venture, 1250 Broadway, New York, NY 10001 (hereinafter referred to as "the Architect"), and Richard Haas, 361 West 36th Street, New York, NY 10018 and Kit-Yin Snyder, 80 Warren Street, New York, NY 10001 (hereinafter referred to collectively as "the Artist").

W I T N E S S E T H :

WHEREAS, the City is implementing a public art program hereinafter referred to as the "Percent for Art Program" pursuant to Section 234 of the City Charter (Local Law 65 of 1982) by allocating certain funds for the establishment of Art Works in public places and authorizing the making of payments for the design, execution, fabrication, transportation and installation of Art Works and for the support of an artist selection process; and

WHEREAS, the Department of General Services of the City of New York has allocated Percent for Art Program funds for the commission of Art Work.

WHEREAS, the Artist has been selected pursuant to the regulations promulgated by the Mayor, and by procedures duly adopted by the Department of Cultural Affairs pursuant to Section 234 of the Chapter to design, execute, fabricate and install the Art Work hereinafter referred to as the "Art Work" in a public space located at the New Detention Facility in Lower Manhattan, 124 White Street, New York, NY ("Site"); and

WHEREAS, the Art Work, upon final acceptance will become the property of the City; and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Art Work and meet the requirements of the City;

NOW, THEREFORE, the Architect and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.1 General.

a. The Artist shall perform all services and furnish all supplies, labor material and equipment as necessary for the design, execution, fabrication, transportation and installation of the Art Work at the Site.

b. The Artist shall determine the artistic expression, scope, design, size, material, texture, color and location of the Art Work subject to review and acceptance by the City as set forth in this Agreement.

1.2 Concept and Preliminary Design Proposal.

a. As promptly as possible after the execution of this Agreement, the Artist shall carry out such reasonable site inspections, interviews and research as may be necessary, including meeting with the Department of Correction ("User Agency"), the Department of General Services ("Construction Agency") and the Architect, in order to prepare a preliminary design proposal for the Art Work (the "Proposal"). The Architect shall make promptly available, or request the Construction Agency to make promptly available to the Artist the necessary background materials and information on matter affecting the Site and installation of the Art Work including, where applicable, a written program of requirements and specifications for the project and/or building plans. It is the intent of the parties that the Architect and the Artist shall establish cooperative, consultative relationship throughout the duration of this Agreement.



b. If so required by the City, the Artist will meet with the representatives of the community at a mutually convenient time and location in order for the Artist to learn of their concerns and/or to discuss the Artist's proposal.

c. Within ninety (90) days after the execution of this Agreement, the Artist shall prepare and submit the Proposal to the Architect. The Proposal shall specify materials, dimensions, weight, finish and preliminary maintenance recommendations and proposed installation method and include drawings and/or other documents and models as are required to present a meaningful representation of the concept and design of the proposed Art Work in content, detail and form as may be required by the Art Commission. The Proposal shall include a budget, not to exceed \$385,000, (including the preliminary design fee paid pursuant to Section 2.1) that includes costs for design, execution, fabrication, insurance, storage (if any), transportation, installation, signage and the Artist's fee.

d. Upon receipt of the Proposal, the Architect shall promptly (i) arrange for the User Agency, Percent for Art Program, and the Construction Agency to view the Proposal and (ii) transmit the Proposal to the City.

e. The Construction Agency shall submit the Proposal to the Art Commission for preliminary review within 30 days from the Architect's submission of the Proposal and within sixty (60) days following the next regularly scheduled Art Commission meeting after the submission of the Proposal, the City shall notify the Artist whether the Art Commission approves or disapproves the Proposal. During this period, the Architect and the Artist shall be available as reasonably required to meet with the City to discuss the Proposal.

f. If the Art Commission shall determine that the Proposal is disapproved, it shall provide the Artist with a statement in writing of its reasons for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a new

Proposal for the Art Work within a reasonable period of time specified by the Art Commission, or to terminate this Agreement. If the Artist shall opt to submit a new Proposal, all parties shall cooperate to develop an acceptable Proposal to be resubmitted to the Art Commission within thirty (30) days of receipt of the Art Commission's disapproval statement. Within thirty (30) days following the resubmission to the Art Commission, the Art Commission shall notify the Construction Agency in writing as to whether the new Proposal is approved or disapproved. If the new Proposal is disapproved, the Art Commission shall provide the Artist with a written statement of its reasons for disapproval. The Agreement shall thereafter be terminated.

g. In the event of termination of this Agreement pursuant to subsection (f), the Artist shall retain the Proposal and all compensation paid pursuant to this Agreement and neither party shall be under any further obligation to the other in respect of the subject matter thereof.

### 1.3 Structural Design Review

a. Within thirty (30) days after the Art Commission approves the Proposal, the Artist shall, after consultation and collaboration with the Architect, prepare and submit to the Architect detailed working drawings of the Art Work and its placement at the Site, together with such graphic material as may reasonably be requested by the Architect and/or the City as in its opinion is necessary to portray the Art Work and Site preparation and permit the Architect to certify its compliance with applicable statutes and ordinances. Upon request by the Artist, the City and the Architect shall promptly furnish to the Artist all information, materials and assistance required by the Artist in connection with said submission. The Artist shall obtain certification from an engineer that the Artwork as designed by the Artist is structurally sound, and that the structure of the building as designed can adequately support the artwork.

b. The City may require the Artist to make such revisions to the Art Work as are necessary to comply with applicable statutes,



ordinances and/or regulations of any governmental regulatory agency having jurisdiction over the project.

c. If the City shall require revisions for practical (non-aesthetic) reasons, the Artist's fee upon the City's approval shall be equitably adjusted to compensate the Artist for any services performed under this contract as a result of revisions required under this section. Any claim of the Artist for adjustment under this clause must be asserted in writing within thirty (30) days after the date of the receipt by the Artist of the City's request for revision. Payment of any adjustments pursuant to this Section shall be made by the Architect to the Artist within five (5) days of the Architect's receipt of payment from the City.

d. Revisions made pursuant to this Section shall become a part of the Proposal.

#### 1.4 Execution of the Work

a. Upon structural review of the Proposal pursuant to Section 1.3, the Artist shall furnish to the Architect and the City a tentative schedule for completion of fabrication and installation of the Art Work, including a schedule for the submission of progress reports. Upon written approval of the schedule by the Architect, the Artist shall use his best efforts to complete the fabrication and installation of the Art Work in accordance with such schedule. Such schedule may be amended by written agreement between the Architect and the Artist. It is the responsibility of the Architect to inform the Artist as to progress of construction and any delays that may have impact on the Art Work fabrication and installation schedule.

b. The Architect and the City (including but not limited to Construction Agency, User Agency, Art Commission and Percent for Art Program) shall have the right to review the Art Work at reasonable times during the fabrication thereof. The Artist shall submit to the Architect progress reports in accordance with the schedule as provided for in Section 1.4(a).

c. The Artist shall complete the fabrication and installation of the Art Work in substantial conformity with the Proposal as approved by the Art Commission.

d. The Artist shall present to the Art Commission in writing for further review and approval any significant changes in the scope, design, color, size or material of the Art Work not permitted by or not in substantial conformity with the Proposal. For the purpose of this Section, a significant change is any change in the scope, design, color or material of the Art Work which would affect cost, installation, Site and site preparation, maintenance and the concept of the Art Work as represented in the Proposal.

#### 1.5 Installation

a. The Artist shall notify the Architect in writing when the Art Work is completed and ready for installation. The Artist will deliver and install the completed Art Work at the Site in compliance with reasonable procedures approved by the City on or before the date for installation provided for in the approved schedule, as amended pursuant hereto.

b. The City shall be responsible for all expenses, labor and equipment necessary to prepare the Site for the timely installation of the Work, including landscaping, plumbing, public access, public security and lighting for the Art Work if necessary.

c. The Artist shall be responsible for providing all necessary footage (footings) and supports for the Art Work, as well as for any additional costs resulting from revisions made by the Artist to the White Street paving pattern which forms the basis of the original building construction contract.

#### 1.6 Post-Installation

a. Within thirty (30) days after the installation of the Art Work, the Artist shall furnish the Art Commission and the Percent for Art Program with the following photographs of the Work as installed:



(a) Three sets of 35mm color slides of the completed work, taken from each of three different viewpoints;

(b) Three sets of three different 8" x 10" glossy black and white prints of the Work and negatives; and

(c) a set of four color transparencies of the completed Work.

b. Within sixty (60) days following the next regularly scheduled Art Commission meeting after the submission of the documents described in Section 1.6(a) herein, and in accordance with Section 234 of the Charter, the Art Commission shall notify the Artist whether it approves or disapproves of the final Art Work. During this period, the Artist shall be available to meet with the Art Commission to discuss the final Art Work.

c. The Artist shall be available at such time or times as may be agreed between the City and the Artist to attend any inauguration or presentation ceremonies relating to the transfer of the Art Work to the City, at the City's expense. The City shall arrange, at its expense, for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist.

d. Upon installation of the Art Work, the Artist shall provide to the City written instructions for appropriate maintenance and preservation of the Work.

e. If the Art Commission shall determine that the final Art Work does not conform with its original specifications, the Art Commission shall provide the Artist with a statement in writing stating its reasons for disapproval and the Artist shall be afforded an opportunity either to take such actions to overcome the reasons for disapproval within a reasonable period of time specified by the City, or to terminate this Agreement. If the Artist takes such steps to

overcome the reasons for disapproval, photographs of the final Art Work as provided in subsection (b) above shall be resubmitted to the Art Commission for approval. If the resubmitted Art Work is found not to conform with the original specifications, the Art Commission shall provide the Artist with a written statement of the reasons for the Art Commission's disapproval. This Agreement shall then terminate in accordance with the terms of this Agreement.

1.7 Final Acceptance

a. The Artist shall advise the Architect and the City in writing when all services required under the terms of this Agreement except Section 1.6(b) have been completed in substantial conformity with the Proposal.

b. The City shall notify the Artist in writing of its final acceptance of the Art Work in accordance with Subsection (c) hereof.

c. Final acceptance shall be effective as of the earlier to occur of (i) the date of letter of final acceptance given by the City or (ii) the 60th day after the Artist has sent the written notice to the Architect and the City as provided under Section 1.7(a) unless the City, upon receipt of the Artist notice required in subsection (a) above and prior to the 60-day period gives the Artist written notice specifying and describing the services which have not been completed and the reasons for refusing final acceptance of the Art Work.

1.8 Risk of Loss. The risk of loss or damage to the Art Work shall be borne by the Artist until installation, and the Artist shall take such measures as are necessary to protect the Art Work from loss or damage until installation; except that the risk of loss or damage shall be borne by the City prior to delivery during such periods of time as the partially or wholly completed Art Work is in the custody, control or supervision of the City or its agents for the

purposes of transporting, storing, installing or performing any other ancillary services to the Art Work.

1.9 Title. Title to the Art Work and the original maquette shall pass to the City upon final acceptance and final payment thereafter.

1.10 Ownership of Documents, Models. Upon final acceptance and final payment thereafter, all studies, drawings, designs prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The Percent for Art Program may select and the Artist shall convey the blueprints or working drawings submitted as part of the Proposal pursuant to Section 1.2 and 1.3. The Artist agrees that the designs, maquettes and models referred to herein shall not be sold or exhibited prior to final acceptance of the Art Work and final payment thereafter.

Article 2. Compensation and Payment Schedule.

2.1 The Architect shall pay the Artist a fixed fee of \$385,000, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full, final, and nonrefundable payment for all services and materials provided prior to the payment thereof except in the event of a termination of this Agreement pursuant to Article 10:

(a) A fixed amount of \$40,000 as design fee upon the execution of this Agreement and the receipt of a preliminary proposal;

(b) \$56,250 within 30 days of acceptance by the art commission;



(c) \$77,000 within 30 days after sculptor, Kit-Yin Snyder presents drawings of placement of sculpture and of structure to anchor sculpture, and blue-prints of sculpture and Richard Haas produces scaled working drawings of medallions as well as scaled drawings of murals;

(d) \$38,500 within 30 days of notification by Kit-Yin Snyder that one-half of the elements of the throne and one column have been fabricated, and that Richard Haas has completed scaled models in clay or equivalent material of two medallion designs;

(e) \$38,500 within 30 days after notification by Kit-Yin Snyder that the other half of the elements of the throne and another column have been fabricated and by Richard Haas that molds have been made by fabricator of medallions;

(f) \$38,500 within 30 days after notification that Kit-Yin Snyder has fabricated three more columns and Richard Haas has completed full scale pounce drawings for murals on Baxter Street and molds of medallions have been poured with aggregate;

(g) \$28,875 within 30 days after Kit-Yin Snyder has completed the fabrication of all columns and Richard Haas has completed all off site surface coloring and surface finish on 4 medallions;

(h) \$28,875 within 30 days of completion of pavers and installation of the throne by Kit-Yin Snyder and installation of the medallions by Richard Haas;

(i) \$19,250 within 30 days after installation of all on site sculpture by both artists and completion of murals by Richard Haas on Baxter Street;

(j) \$19,250 within 30 days after final acceptance by the Art Commission and the City of all services under this Agreement.

2.2 The Artist shall notify the Architect in writing when each stage of the Art Work has been completed in accordance with the schedule set forth in Article 2.1. The Architect shall remit payment to the Artist within five days of the Architect's receipt of payment from the City.

2.3 The Artist shall apply for an exemption from any sales, use or excise taxes, customs duties, or similar charges relating to services and materials. The City shall promptly provide the Artist with appropriate forms to claim said exemption.

2.4 Except as otherwise provided in this Agreement, the Artist shall be responsible for the payment of all mailings or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site and the costs of all travel by the Artist and the Artist's agents and employees for the proper performance of the services required under this Agreement.

### Article 3. Time of Performance

3.1 Duration. The services to be required of the Artist as set forth in Exhibit I, Scope of Services, shall commence upon the execution of this Agreement and shall be in accordance with the schedule for completion of the Art Work as proposed by the Artist and approved by the Architect and the City pursuant to Section 1.3, unless otherwise extended in accordance with the terms of this Agreement.

3.2 Construction Delays. In the event that the Artist completes fabrication or procurement of the Art Work in accordance with the above schedule and is delayed from installing it on or before the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work therein, and the Artist notifies the City that the Art Work is ready for installation the Artist shall be promptly reimbursed for reasonable storage related costs, transportation and storage costs incurred for the period between the

time specified in the schedule for installation, as extended pursuant hereto, and the date upon which construction of the Site is sufficiently complete to reasonably permit installation of the Art Work.

3.3 Early Completion of Artist Services. In the event that the Artist completes the services as set forth in Exhibit I prior to the time specified in the schedule for installation and, as a result thereof, incurs transportation, storage-related costs and storage costs, the Artist shall bear the full cost of such transportation and storage.

3.4 Time Extensions. A reasonable extension of contract time will be granted in the event there is a delay on the part of the City in performing its obligations under the Agreement or in completing the underlying capital project or should conditions beyond the Artist's control or acts of God render performance of services impossible. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control shall not be deemed a breach of contract; provided, those obligations shall be suspended only for the duration of such conditions.

Article 4. Warranties.

4.1 Warranties of Title. The Artist represents and warrants that: (a) the Art Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright; (c) the Art Work or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Art Work is free and clear of and liens from any source whatsoever.

4.2 Warranties of Quality and Condition of the Art Work. The Artist represents and warrants, except as otherwise disclosed to the Architect and the City in writing in connection with a submission of a Proposal to the City pursuant to Section 1.2(c) hereof, that:



(a) the execution and fabrication of the Art Work will be performed in a workmanlike manner; (b) the Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Art Work; and (c) reasonable maintenance of the Art Work will not require procedures substantially in excess of those described in the maintenance recommendation submitted by the Artist to the City.

The Warranties described in this Section 4.2 shall survive for a period of one year after the final acceptance of the Art Work by the Art Commission. In the event of any breach of a warranty described in Section 4.2(a) or (b) which is curable by the Artist and which cure is consistent with professional conservation methods (including, for example, cure by means of repair or refabrication of the Art Work), the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with curable promptness, and, if required hereunder, the Artist shall cure such breach with reasonable promptness.

Article 5. Insurance.

5.1 The Artist at his own expense shall provide and maintain insurance protecting the Art Work at each stage of fabrication against all risks until completion of the Art Work and installation at its designated location. This insurance shall cover the Art Work initially from the proposal stage and shall be gradually increased during production to cover the Art Work at each subsequent stage of development. The Artist shall provide proof of this insurance coverage to the Construction Agency prior to the receipt of payment as outlined in the payment schedule in Section 2, herein.

5.2 The Artist shall also obtain and maintain comprehensive general liability insurance in an amount of \$1,000,000 combined single limit for bodily injury and property damage in connection with the Art

Work covering the period during which the Art Work will be installed until Final Acceptance by the City.

5.3 The City and the Architect shall be named as additional insureds with respect to the insurance obtained under this Section.

Article 6. Reproduction Rights.

6.1 The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. Sections 101 et. seq and all other rights in and to the Art Work and the original maquette except ownership and possession, except as those rights are limited by this paragraph. It being the intention that the Art Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, three dimensional reproductions of the final Art Work or permit others to do so except with the written permission of the City. The Artist hereby grants to the City and the Architect and their assigns an irrevocable license to make photographs, drawings and other two dimensional reproductions of the art work for non-commercial purposes without prior consent of the Artist, and including but not limited to reproductions used in advertising, brochures, and media publicity or other non-commercial reproductions and to include the Art Work in the City's portfolio of public art, catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

6.2 All reproductions by the City and the Architect shall contain a credit to the Artist and a copyright notice substantially in the following form: (c) Artist's name, date of publication.

6.3 The Artist agrees to use his best efforts to give a credit substantially in the following form: "an original work owned and commissioned by the City of New York, Percent for Art Program" in any public showing of reproductions of the Art Work or maquette.



6.4 The Artist shall at its expense cause to be registered, with the United States Register of Copyrights, a copyright in the Art Work in the name of the Artist.

Article 7. Artist's Rights.

7.1 Identification. The Artist shall, at his/her expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the City, a plaque identifying the Artist, the title of the Art Work and the year of completion.

7.2 Maintenance. The City shall recognize that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The City agrees to use its best efforts to reasonably assure that the Art Work is properly maintained and protected and shall use its best efforts to reasonably protect and maintain the Art Work against the ravages of time and the elements.

7.3 Repairs and Restoration.

a. The City shall have the right to determine after consultation with a professional conservator, when and if repairs and restorations to the Art Work will be made. During the Artist's lifetime, the Artist shall have the right to be consulted on all repairs and restorations, provided, however, the Artist agrees not to unreasonably withhold approval for any repair or restoration of the Art Work. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for such services, provided that the City and the Artist shall agree in advance and in writing upon the Artist's fee for such services.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation, and with the prior approval of the Art Commission.



7.4 Alteration of the Work or of the Site.

a. The City agrees that it will not intentionally destroy, damage, alter, modify or change the Art Work in any way; however, this does not preclude the right of the City to relocate or remove the Art Work from public display with the prior approval of the Art Commission. The City shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Art Work and shall consult with the Artist in the planning of any such alteration.

b. The City may sell or otherwise dispose of the Art Work at its own discretion with the approval of the Art Commission subject to the Artist's rights provided herein, including without limitation Articles 6 and 7 of this Agreement.

7.5 Moral Right. The City will not use the Art Work in any manner which would reflect discredit on the Artist's name or reputation as an Artist or which would violate the spirit of the Work.

7.6 Permanent Record. The City through the Art Commission and the Percent for Art Program, agrees to maintain on permanent file a record of this Agreement and of the location and disposition of the Work.

7.7 Artist's Address. Upon termination of this agreement, the Artist shall notify the City through the Art Commission and the Percent for Art Program, of changes in address, and the failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right to enforce those provisions of this Agreement that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

7.8 Surviving Covenants. The covenants and obligations set forth in this Agreement shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 7.3(a) and 7.6 shall terminate on the death of the Artist. The City agrees that any subsequent purchaser of the Work will be given Notice of the covenants herein, in writing.

7.9 Additional Rights and Remedies. Nothing herein contained shall be construed as a limitation on such other Artist's rights and remedies available to the Artist under the law which may now or in the future be applicable.

Article 8. Artist as Independent Contractor. The Artist agrees to perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee of the City nor shall the Artist exercise supervision over any employee or official of the City.

Article 9. Assignment, Transfer, Subcontracting.

9.1 Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other, provided, however, that claims for money due or to become due from the City under this Agreement may be assigned to a financial institution without approval.

9.2 The Artist may subcontract portions of the Art Work at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Art Work and that such work is carried out under the personal supervision of the Artist.

Article 10. Termination

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Unless provided for in other provisions of this Agreement, the defaulting party shall have thirty (30) days from receipt of the notice to cure the default. If not cured, then this agreement shall automatically terminate. In the event of default or termination of the Agreement for any other reason, the art work in whatever stage of fabrication at the time of the default, including all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City, and the Artist shall be compensated in accordance with Section 2 herein for all services performed by the Artist prior to termination. Notwithstanding the above, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Artist.

Article 11. Contract Administrator

The Contract Administrator for this Agreement shall be the Architect. Wherever this Agreement requires any notice to be given to or by the City, or any determination or act to be made by the City, the Architect shall receive such notice and forthwith transmit it to the City.

Article 12. Artist's Liability and Responsibility.

12.1 The parties hereto acknowledge that although Richard Haas and Kit-Yin Snyder are collectively referred to as the "Artist",



the parties understand that the Art Work is composed of two separate pieces of art, each to be performed by each artist individually. Each artist represents and warrants that he or she will be solely responsible for his or her own work provided, however, that each artist will cooperate with the other artist in order to complete the Art Work in accordance with the terms of this Agreement. Anything to the contrary notwithstanding, the liability of the artists under this Agreement shall be several and not joint.

12.2 Payments due under this Agreement shall be deposited in a joint account in the individual names of each artist as stated herein. The Artist jointly and severally shall hold the Architect and City harmless from any and all claims, causes of action, demand, loss or damage arising in connection with the subsequent division or use of funds deposited in the Artist's joint account in payment for the services provided by the Artist hereunder.

Article 13. Non-Discrimination.

In carrying out the performance of the services designated, the Artist shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap, and the Artist shall comply with the equality of employment opportunity provisions of Ordinance No. 50 as presently existing or hereafter amended.

Article 14. Compliance.

The Artist shall comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

Article 15. Entire Agreement.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and

understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 16. Modification.

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

Article 17. Waiver.

No waiver of full performance by either party shall be construed, or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Article 18. Governing Law.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of New York.

Article 19. Heirs and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Architect and the Artist and their respective heirs, successors and permitted assigns.

Article 20. Notices.

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered

personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- a. if to the City, to:

Bureau of Building Design  
Department of General Services  
One Center Street  
15 Fl South  
New York, New York 10007

Attention: Project Manager

- b. if to the Architect, at the address first above written  
a copy to:

S. William Mittleman  
AIA  
Vice President  
Litchfield Grosfeld Associates  
44 West 28th Street  
New York, New York 10001

- c. Artist, to:

Richard Haas  
361 West 36th Street  
New York, New York 10018

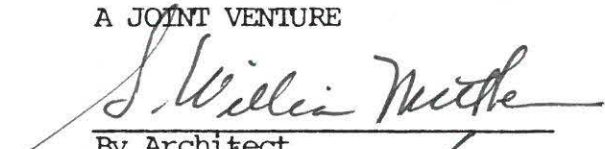
and

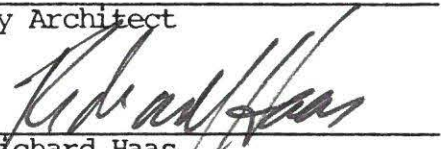
Kit-Yin Snyder  
80 Warren Street  
New York, New York 10001

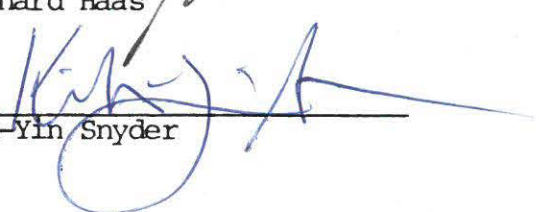


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate the day and year first above written, one copy to be delivered to the Commissioner, two copies to remain with the Artist, and one copy to remain with the Architect.

URBAHN LITCHFIELD GROSFELD  
A JOINT VENTURE

  
\_\_\_\_\_  
By Architect

  
\_\_\_\_\_  
Richard Haas

  
\_\_\_\_\_  
Kit-Yin Snyder

ACKNOWLEDGMENT BY INDIVIDUAL

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

On this 2nd day of July, 1986 before me personally came RICHARD HAAS AND KIT-YIN SNYDER to me known to be the same persons described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same for the purposes mentioned.

*Henry Welt*

Notary Public or Commissioner of Deeds

HENRY WELT  
Notary Public, State of New York  
No. 31-4516013

ACKNOWLEDGMENT OF INDIVIDUAL *Commission Expires March 30, 1989*

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

On this 2nd day of July, 1986 before me personally came URBahn & LITChFIELD GROSFELD A JOINT VENTURE to me known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purposes mentioned.

*Myriam Benhamou*

Notary Public or Commissioner of Deeds

MYRIAM BENHAMOU  
Notary Public, State of New York  
No. 31-4816833  
Qualified in New York County  
Commission Expires June 30, 1988

EXHIBIT I

SCOPE OF SERVICES

WHITE STREET DETENTION CENTER ARTISTS PROJECT

I. Scope: the two artists will coordinate their design as a team and will collaborate on the theme for the project. The Art Work will consist of several elements. The artists will each be individually responsible for their respective design, fabrication and installation of the various work elements at the Site.

II. Sites/Art Work: the following describes the elements that are proposed for each part of the site.

White Street Between Centre and Baxter Streets

1. Paving Pattern: a geometric labyrinth in colored pavers that will be a pictogram of the two chinese characters for up-right and righteousness.
2. Colonnade: two rows of trees will be installed bordering the White Street. A total of seven wire mesh columns will be installed, two along White Street and five at Centre Street.
3. Pedestrian Bridge: a wire mesh throne will be installed on top of the pedestrian skyway bridge. Four medallions representing King Solomon and Bao Kung, approximately 5' x 5' will be installed at the juncture of each bridge abutment. Two will face east and two will face west.

Baxter Street

4. 5 - 7 faux relief murals will be installed above the street level stores, depicting the history of the two cultures that have inhabited the lower east side and the Chinatown area.



III. Materials: the following materials will be used by the artists. The artists will get the final material samples approved by the Department of General Services.

1. Wire mesh
2. Pavers
3. Murals, panels will be properly prepared outdoor cement painted with Keim Paint.

IV. Payment Schedule: to receive payment the artists will submit a written request to the architect. The Percent Staff, the architect and the agency will have the option to inspect the work.