



**City of Saxman
Totem and Toursim Committee
Meeting
September 14, 2022
4:00 PM**

AGENDA

Call to Order

Roll Call

Public Comment

Consideration of the Agenda

Old Business

New Business

1. Carving Contract for Oyseter Pole

Background: Artist J. Rowan submitted a bid for carving the Rock Oyster Pole. The Committee needs to direct staff if they wish to enter into this agreement and if so what the dates for the miles stones will be.

Council Comments

Adjournment



RFP Bid Solicitation
Re-Carving of the Rock Oyster Pole

For installation at:

Saxman's Totem Row Park



RFP Release Date: April 7, 2022

The City of Saxman is soliciting area carvers to submit a bid to replicate the Rock Oyster Pole totem in Saxman's Totem Row Park. The official release date of this RFP is April 7, 2022.

DESCRIPTION

The Civilian Conservation Corps (CCC) relocated the Giant Rock Oyster Pole from a village in Southeast Alaska to the newly established Saxman Totem Park.

In the 1961 volume, *The Wolf and the Raven*, anthropologist Viola Garfield and architect Linn Forrest describe the visual characteristics of the Giant Rock Oyster Pole:



“On the Giant Rock Oyster pole are carved the emblems of four related house groups of the Nexadi clan, descendants of Eagle Claw House, whose crest appears at the top of the pole. The human body with claws instead of feet symbolizes the members of Eagle Claw House as distinct from other Eagle clansmen.

The beaver below the eagle is the crest of the Beaver Dam House, while the second beaver is the emblem of Beaver Tail House.

The face at the base of the pole symbolizes Giant Rock Oyster House.

All three of these house groups are offshoots or subdivisions of the parent Eagle Claw House.

This pole is a kind of genealogical record of the relationship of the four house groups to each other and was dedicated as a memorial to deceased members.

The man whose hand is caught in the oyster recalls the tragedy that gave his relatives their name.

The Giant Rock Oyster totem was brought from Cape Fox in 1938, where it stood in Front of the Eagle Claw House.

Two very unusually carved corner posts from this House were brought to the Saxman workshop for preservation. Each was carved to represent the foreleg of the eagle with the “knee” resting on the ground and the claws supporting the end of the back, and the decoration occurs only on the section of the post that would be visible inside the house. These eagle-leg posts are, however, carved in the round. The selection of the leg as a design is also very unusual. In the great majority of carvings the whole body was used, even though distorted and rearranged to conform to the highly formalized conventions of the art style.”

Content referenced here can be found at The Living New Deal: <https://livingnewdeal.org/projects/saxman-totem-park-giant-rock-oyster-pole-ketchikan-ak/s>



The photographic material published here was found on the website created by the Living New Deal and was provided by courtesy of Linn A. Forrest (1905-1986), a practicing architect who photographed the totem poles at the time of their restoration, between 1939 and 1941. Forrest oversaw the joint program of the Forest Service and the Civilian Conservation Corps to recruit Alaska native carvers in the restoration and re-carving of totem poles throughout Southeast Alaska. Employed by the U.S. Forest Service in Oregon.

Technical Specifications: The Rock Oyster Pole is 35' tall, with a 50" diameter at the base. The pole has 180 degrees of carving. The city would like it restored to its original dimensions and the carvings replicated.

Scope of Work:

The work includes all carving tasks and all necessary tools to produce the identified totem strictly patterned after the original pole. The Saxman Carving Center will be made available for all carving tasks at no cost to the carver.

The city of Saxman will supply the red cedar log THAT HAS ALREADY BEEN APPROVED BY A MASTER CARVER. If the artist denies this log than the artist will be responsible for finding a suitable log at their own cost and reflect this cost in the bid. **The time to find a suitable log will not delay the dates of the milestones.**

Milestones may be confirmed by in person inspection, high-quality photos, or face-time/zoom.

The City of Saman will pay for the pole raising.

Please read the attached contract template for additional details, including how inspection and payment will be handled.

Proposal Submission:

Submissions should include examples of the Artist's previous art projects, references, a projected timeline, a rough plan of how the carver would procure a log, and a description of paint colors. Any visual examples are highly recommended.

The submission should include a brief narrative that includes a description of the Artist's general style and what inspires them to create this pole. The review process will be closed to the public so the carver should submit any document, narrative or drawing they believe would be important in the Council's decision-making process.

The Artist should put 4 identical proposals in a sealed envelope and mail or hand deliver (by proxy is okay) to Saxman City Hall.

Questions:

Questions should be submitted in writing to Lori Richmond at cityclerksaxman@kpunet.net.

City of Saxman
Rock Oyster Pole Re-Carving
Bids Due: Rolling until hired
Quote Tabulation Form

Work Task	Quote in Dollars
Re-carve the Rock Oyster Pole according to provisions outlined herein and further specified in the attached Art Creation Agreement (contract).	\$2,300.00 Linear foot of a 35 foot pole.

I have read the attached RFP and the Art Creation Agreement and hereby certify that my bid is final. **Bids due by** rolling .

Signature of Bidder

Date

ART CREATION AGREEMENT

THIS AGREEMENT is made on the ____th day of _____, 2022

BETWEEN:

The City of Saxman (hereinafter referred to as “City”)

AND:

_____ (hereinafter referred to as “the Artist”)

1. ENGAGEMENT

The City of Saxman hereby retains the Artist to complete the following task:

Creation of replica of the following totem pole for the City of Saxman, Totem Row Park

- A. A replica of the Rock Oyster pole strictly patterned off the older pole currently located at Saxman Totem Park. Dimensions to be as close to identical as possible to that of the existing pole. The scope of work includes:
 - 1) submitting **initial drawings** on paper showing the carving design/plan (to be as identical as possible to the existing pole) to the Totem Committee of the Saxman City Council. No carving is to commence until the drawings are approved.
 - 2) Identifying the location of a red cedar log to be used for the Rock Oyster Pole and submitting a plan to get the log/totem to Saxman OR accepting delivery of a pole the City of Saxman has already secured.
 - 3) **carving** the totem to 100% completion and submitting pictures showing that each milestone has been completed (see below).
 - 4) Assisting City staff with arrangements to have the pole delivered to Saxman if carved off-site.

Artist agrees to perform all work required outlined above including but not limited to design, cost of tools, cost of materials, time involved in procuring and preparing materials, travel expenses, contracting assistants, carving, painting, and any other costs.

Artist agrees to complete items in “Section A” by: _____

2. ARTIST FEE

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- A. The City of Saxman shall pay to the Artist a total sum of **\$ 80,500** if they complete the pole and all the milestones prior to the respective due dates listed below. This sum shall represent all payments associated with completion of the Artwork, including but not limited to design, cost of tools, cost of materials, time involved in procuring and preparing materials, contracting assistants, carving, and painting. The City shall allow the Artist to use the Edwin Dewitt Carving Center free of cost to complete the scope of work outlined in Section 1 (above) only.
- B. Payments will be made by check, signed by 2 Council Members, to the artist named on this contract.
- C. The Artist agrees to assume full and complete responsibility for all tasks associated with the timely completion of the Artwork, including finding a suitable log and submitting a plan to deliver the log to Saxman.
- D. Payment of the total contract sum from Section 2A above in **5 milestone payments**, which shall be based upon successful completion of "milestone" achievements. In order to receive milestone payments the Artist must submit 360 degree pictures substantiating that they have completed each milestone to the City's designee(s) who will forward to the Totem Committee. The milestones are as follows:

MILESTONE 1: 5% (\$4025.00) of the total contract sum will be paid by the City to the Artist when paper and pencil drawings have been submitted by the artist and are approved by the Totem Committee of the Saxman City Council and/or their designees. This milestone must be reached within 30 days of acceptance of the project (date)____ or the City of Saxman can nullify this agreement in its entirety. See section 2E below.

MILESTONE 2: – 20% (\$16,100.00) of the total contract sum will be paid by the City to the Artist, payable upon rough shaping of the totem. Rough shaping includes cutting the log to length, and roughly establishing the location of the figures on the cedar log. This milestone must be reached within 9 months after acceptance of drawings (date)_____ or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

MILESTONE 3: -- 20% (16,100.00) of the total contract sum will be paid by the City to the Artist, payable upon completing 50% of the detail carving work for figures and symbols on the totem. This milestone must be reached 12-18 months after start of project (date)_____ or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

MILESTONE 4 --20% (16,100.00) of the total contract sum will be paid by the City to the Artist, payable upon 80% completion of the detail work on the totem. This milestone must be reached

19-24 months after start of project (date) _____ or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

MILESTONE 5: the remaining 35% (\$28,140.00) of the total contract sum will be paid by the City to the Artist, upon 100% completion of all adzing, carving, and painting tasks. This milestone must be reached 24-36 months after start of project (date) _____ or the City can nullify this agreement in its entirety and the Artist will be responsible for repaying the City. See section 2E below.

- E. Upon completion of each of the milestones 2-5 above, the Artist shall request that the City of Saxman Totem Committee and City Council review the work to ensure conditions for release of payment have been met. The form in Exhibit A will be used for approving milestone completion and releasing payment.
- F. After the City of Saxman has verified that conditions for release of payment have been met (see Exhibit A), the Artist shall submit an invoice, billing the City of Saxman for the work. The City shall process and issue payment within 2 weeks of approving the work has been completed using the form in Exhibit A.
- G. In the event that the Artist has not reached any milestone by the due date indicated, the Artist agrees to repay to the City the entire sum paid to the artist under this agreement. The Artist agrees that failure to repay this funding may result in additional costs to the Artist, such as attorney fees, collections agency fees.
- H. The City retains the right to hire another carver to complete the project if the Artist does not meet the timelines indicated herein.
- I. If the artist completes the entire project within 18 months of the signing of this contract the artist will be eligible for a 5% (\$4,025.00) (of the carving expense not to include the cost of pole raising or procurement and delivery of the pole) early completion award.

3. STATUS OF PARTIES

- A. The Artist's relationship with the City of Saxman shall be that of an independent contractor and not that of an employee or agent. The Artist shall be solely responsible for remitting such amounts as may be required by US law to applicable tax, child support, and other authorities. Any subcontractors hired by the Artist to aid with the completion of the Artwork shall be solely responsible for remitting such amounts as may be required by US law to applicable tax, child support, and other authorities.

4. DEFAULT and TERMINATION

- A. This agreement can be terminated in writing by the City if the Artist fails to meet the conditions for review of work as outlined in Section 2A- 2E, above.
- B. Should the Artist be in a condition of default, upon written notice of default having been provided by the City to the Artist, the City may immediately cease making payments under this Agreement.
- C. Should the default not be cured within 30 days of the date of notice of the default the City may terminate the grant agreement and pursue remedies including 1) withholding any further payments under the agreement; 2) seeking recovery of any funds improperly expended; and 3) pursuing any other remedies in law or equity.
- D. The City, by written notice, may terminate this agreement, in whole or in part, for substantial breach of this agreement.
- E. The effective date of this agreement is the date this agreement is signed by the City.
- F. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight hours after the time of mailing, if mailed as provided in this section.
- G. Waiver or Forbearance. The issuance of a payment under this grant by the City, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this agreement. No failure on the part of the City to enforce a provision of this agreement, nor the waiver of any right under this agreement by the City, unless in writing, will discharge or invalidate the application of such provision. No forbearance or written waiver affects the right of the City to enforce any provision of this agreement in the event of any subsequent default.

CITY:

City of Saxman
Attention: Lori Richmond, City Administrator
Route 2 Box 1
Ketchikan, AK 99901

ARTIST:

Jon Rowan Jr.
PO Box 51
Klawok, Alaska 99925
Telephone: 907-401-0792
Email: jon.rowan@klawockschool.com

CITY CERTIFICATE

I, _____ certify that I am the Mayor of the second class municipality named as CITY in the foregoing instrument; that _____, who signed said instrument on behalf of the City of Saxman, Saxman, Alaska is the Mayor for said organization; that said instrument was duly signed for in behalf of said second class municipality by authority of its governing body and is within the scope of its powers.

CITY ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____ day of _____, 2022, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me know to be the **Mayor** of the **CITY OF SAXMAN**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath states that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said corporation;

WITNESS my hand and official seal the day and year in the certificate first above written.

(Notary Seal)

Notary Public for Alaska

My Commission Expires: _____

AGREED TO ON THIS _____ DAY OF _____, 2022.

PER: Mayor
Mayor, City of Saxman

Artist

Exhibit A

Approval of Milestone Completion and Release of Payment to Artist

Date: _____

In regard to the Art Creation Agreement between the City of Saxman and _____ (Artist) signed on _____ (date). The undersigned certify that the work associated with Milestone _____ has been completed. By signing below the City designee and the Owner’s designee certify that the work associated with the milestone has been adequately completed. The designees hereby direct the City Finance Staff to release any and all payments associated with this Milestone.

City of Saxman Designee (print name)

Owner’s Designee (print Name)

City of Saxman Designee (signature)

Owner’s Designee (signature)