

STATE OF ALASKA REQUEST FOR PROPOSALS (RFP)



RFP 2027-1000-0017

Surveying and Platting of Anchor Point Heights Subdivision

ASLS No. 2026-14

ISSUED MAY 29, 2026

THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FOR A PROFESSIONAL SERVICES CONTRACT FOR THE SURVEYING AND PLATTING OF ALASKA STATE LAND SURVEY No. 2026-14, CONSISTING OF FOURTEEN (14) LOTS AND ONE (1) REMAINDER TRACT. THIS PROJECT IS LOCATED WITHIN THE KENAI PENINSULA BOROUGH (KPB), APPROXIMATELY 4 MILES SOUTHEASTERLY OF ANCHOR POINT, AK, ALONG THE STERLING HIGHWAY.

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

PRIMARY CONTACT:

RYAN QUIGLEY
PROCUREMENT OFFICER
RYAN.QUIGLEY@ALASKA.GOV

1 (907) 269-8517

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Mining, Land and Water is soliciting proposals for a professional services contract for the surveying and platting of approximately 74 acres of State-owned land. Alaska State Land Survey (ASLS) No. 2026-14 Anchor Point Heights Subdivision consists of 14 lots ranging from 40,000 square feet to 5 acres and one remainder tract. ASLS 2026-14 lies within the Kenai Peninsula Borough (KPB) in Section 13, Township 5 South, Range 15 West, Seward Meridian, Alaska, and within the Homer Recording District; a more detailed description including scope of work is provided in Section 3.

SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Mining, Land and Water estimates a budget of **\$76,000.00** for completion of this project. Cost proposals exceeding the identified budget are contingent upon available funding.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **June 22, 2026** as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this RFP.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least 10 days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of the offeror's proposals upon which the award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Deadline to receive questions is **June 8, 2026**, by **2:00 PM** Alaska Time.

PROCUREMENT OFFICER: Ryan Quigley; PHONE 1 (907) 269-8517; TDD 711 (Alaska Relay); Email: Ryan.Quigley@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal must be saved as a PDF document and emailed to landsurveys@alaska.gov as clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

Due to email size limitations, it may be necessary to send portions of proposals in multiple emails; however, in such cases, proposals must be received in their entirety not later than the deadline set for receipt of proposals. The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Division of Mining, Land and Water
Attention: Joseph Donohue
Request for Proposal (RFP) Number: 2027-1000-0017
RFP Title: Surveying and Platting of Anchor Point Heights Subdivision, ASLS No. 2026-14
550 West 7th Avenue, Suite 650
Anchorage, Alaska 99501

It is the offeror’s responsibility to contact the issuing agency at **1 (907) 269-8517** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to the award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to the award of a contract will be notified by DNR Procurement. Failure of an offeror to

enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		May 29, 2026
Deadline for Receipt of Questions	2:00 PM	June 8, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	June 22, 2026
ANTICIPATED Proposal Evaluations Complete		Week of July 6, 2026
ANTICIPATED Notice of Intent to Award		Week of July 13, 2026
ANTICIPATED Contract Issued		Week of July 27, 2026
ANTICIPATED Task 1 & 2: Preliminary Fieldwork & Preliminary Platting		February 5, 2027
ANTICIPATED Task 3-5: Final Monumentation & Final Platting		September 30, 2027

End of Contract: All Deliverables Submitted		November 19, 2027
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This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.13 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

Not applicable for this RFP.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project manager.

SEC. 1.16 BACKGROUND INFORMATION

The Alaska Legislature has mandated the Department of Natural Resources to offer for sale, accessible, quality State land for private ownership. In order to help meet this mandate the Department of Natural Resources has developed a Plan of Survey dated 5/27/2026 for a 15-parcel subdivision (14 lots, 1 remainder tract, & ROW dedications).

Lots are tentatively scheduled to be offered for sale at public auction in the Fall of 2028. To meet this time frame, the contractor must comply with the timetable listed in the Schedule section of this RFP.

This project lies in the Kenai Peninsula Borough approximately 4 miles southeasterly from the community of Anchor Point, along the Sterling Highway, and is within the Homer Recording District.

SEC. 1.17 SCOPE OF WORK

Refer to the **Special Survey Instructions** and the **Plan of Survey for Alaska State Land Survey (ASLS) No. 2026-14 (Attachments A & C)** for specific surveying and platting requirements for this project, and the **Attachment for Special Surveying Instructions for additional surveying and platting requirements**.

The State will provide the contractor with:

- A digital copy of known record plats and other record documents. It is the contractor's responsibility to ensure that research is complete and accurate.

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- DNR’s title report;
 - DNR’s Special Survey Instructions, the Attachment for Special Survey Instructions, and the Plan of Survey;
 - Primary monuments, bearing tree tags (as applicable) and magnets. The contractor shall provide secondary monuments, witness posts and survey lath.

SEC. 1.18 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately the week of July 24, 2026, for approximately 1 year, 4 months until completion, with all **final deliverables due on November 19, 2027.**

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 1.19 DELIVERABLES

The contractor will be required to provide the following deliverables, included within the five tasks listed below:

Task 1 – Control Survey and Preliminary Fieldwork:

- i. Preapplication conference with KPB (*highly recommended*).
- ii. Tie sufficient control monuments to establish Anchor Point Heights Subdivision parent parcel boundary.
- iii. Perform sufficient measurements on an existing or set primary monument to obtain an OPUS Shared Solution for the Basis of Coordinates (BOC).
- iv. As-built/locate survey of:
 - a. Roads, trails, & etc. in and within 100’ of the parent parcel boundary, including the Sterling Highway, Motor Way, Alut Avenue, and Norman Lowell Road.
 - b. Above and below ground utilities in the project area and within 100’ of the parent parcel boundary.
 - c. All permanent and non-permanent improvements within the project area and within 50’ of the parent parcel boundary.
 - d. Test holes required under item “vii” below.
 - e. Navigable and public waterbodies and apparent wetlands within the saleable lots of this subdivision (if any). Wetlands within Tract A of this subdivision do not need to be as-built.
 - f. Eagle nest trees (if applicable).
 - g. Cultural Resources (if applicable).

- v. Establish the ordinary high water line (OHWL) of navigable & public waterbodies (ie. Anchor River) within 100' of the parent parcel boundary (if applicable).
- vi. Address KPBB floodplain requirements (if applicable).
- vii. A soils analysis of lots within the proposed subdivision will be conducted by a professional engineer in accordance with KPBB 20.40.040.
- viii. Address any additional information required by the Kenai Peninsula Borough (if applicable).
- ix. Submit a detailed field report.

Task 2 – Subdivision Design and Preliminary Platting:

- i. Identify any problems or conflicts.
- ii. Identify surveyed section line easements.
- iii. Determine the positions of any controlling unmonumented corners.
- iv. Provide DNR with draft preliminary subdivision design.

Deliverables include:

- 1. A **detailed project report/narrative** discussing the project, field procedures used, conditions found, proposed solutions to problems, adjustments made to the parcel boundaries, and any other pertinent data;
 - 2. An AutoCAD drawing compatible file and a PDF document printable at scale;
 - 3. Digital copies of field notes, computations, proposed parcel closures and areas, and georeferenced photographs of recovered monuments;
 - 4. A design plan showing recovered monuments, proposed parcels, and proposed and/or set monuments;
 - 5. As-built and locate information, including eagle nest trees and/or cultural resources (if applicable).
 - 6. Soils analysis report written by a professional engineer as described in Task 1, item “vii,” above.
- v. Draft Preliminary Plat submittal (one full size paper copy at scale) showing final parcel design. Include all information (notes, certificates, title block, etc.) required by the platting authority for a Preliminary Plat submittal. Refer to the “Preliminary Plat Submittal” section of the Special Survey Instructions for additional required supporting documentation.
 - vi. After review & DNR approval of draft preliminary plat, submit Preliminary Plat application and supporting documentation to KPBB. After DNR & KPBB approval of the preliminary plat, proceed to Task 3.
 - vii. Written approval by DNR of the draft preliminary plat is required prior to subdivision monumentation.

Task 3 – Monumentation Survey:

- i. Monument parcels.
- ii. Stake out the centerlines of Artist Drive and Landscape Court with intervisible lathe and flagging every 100'. Lathe will be labelled as Centerline of each road name.
- iii. Perform additional fieldwork not completed in Task 1 or as required by KPBB (if applicable).
- iv. Submit a detailed field report.

Task 4 – Final Platting:

- i. Submit the draft final plat to DNR for review, and include:
 1. Any supporting documentation not previously submitted,
 2. Additional plat review submittals (as needed by DNR).
- ii. Upon final plat approval from DNR, submit the Final Plat application, paper copies of the final draft, and supporting documentation to KPBB.
- iii. Upon final approval from DNR and KPBB, submit final signed mylar with an original signed paper plat, an electronic version of the plat, and supporting data in electronic format to DNR.

Task 5 – Parcel Description Checklist and Associated Georeferenced Photos:

Complete the Parcel Description Checklist (Attachment F) for each lot. The checklist and representative georeferenced photographs of each item required by the checklist will be used by the DNR Appraisal Unit to supplement their appraisal. The checklist and digital format georeferenced photographs with encoded metadata shall be submitted as a separate package with the initial Final Plat submittal (Task 4, item i.) Note: The geo-referenced photographs required for monuments in the **Technical Survey Requirements** section of the **Special Survey Instructions** may be used for some of the Checklist items.

The State of Alaska will be the sole owner of all documents produced. All documents and document attachments will be used by the State without any restrictions of any kind except as required by law.

SEC. 1.20 CONTRACT TYPE

The contract awarded as a result of this RFP will be a firm fixed fee contract based on a fixed price for certain deliverables and a negotiated price schedule for variable items. The Contractor shall complete the required tasks within the fixed costs negotiated in the contract

SEC. 1.21 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report, and the invoice has been approved by the project manager.

SEC. 1.22 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable for this RFP.

SEC. 1.23 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not

responsible for and will not pay federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer (EFT).

SEC. 1.24 CONTRACT PRICE ADJUSTMENTS

Not applicable for this RFP.

SEC. 1.25 LOCATION OF WORK

ASLS 20260014, Anchor Point Heights Subdivision lies in the Kenai Peninsula Borough, located approximately 4 miles southeasterly of the community of Anchor Point, near the right bank of the Anchor River along the Sterling Highway, within Surveyed Section 13, Township 5 South, Range 15 West, Seward Meridian, Alaska, and is within the Homer Recording District. Access to the site is via the Sterling Highway (near MP 161).

The Contracting Officer is located in Anchorage, Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 1.26 THIRD-PARTY SERVICE PROVIDERS

Not applicable for this RFP.

SEC. 1.27 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience SHALL be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to rendering the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project manager.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 1.28 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 1.29 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the Contractor must provide reasonable assistance.

SEC. 1.30 F.O.B. POINT

Not applicable for this RFP.

SEC. 1.31 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project manager or procurement officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

SEC. 1.32 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager or procurement officer may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

The substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 1.33 LIQUIDATED DAMAGES

Not applicable for this RFP.

SEC. 1.34 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

SEC. 1.35 NONDISCLOSURE AND CONFIDENTIALITY

The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor

shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the Contractor or a contractor agent or otherwise made available to the Contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable federal or state law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Contractor receives no objection from the State, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor’s receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 1.36 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend the Contracting Agency from and against any claim of, or liability for error, omission, or negligent act of the Contractor under this

agreement. The Contractor shall not be required to indemnify the Contracting Agency for a claim of, or liability for, the independent negligence of the Contracting Agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting Agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting Agency," as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting Agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

SEC. 1.37 INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Professional Liability Insurance: Covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

SEC. 1.38 TERMINATION FOR DEFAULT

If the project manager or procurement determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached in **SECTION 5. ATTACHMENTS**.

SECTION 2. PROPOSAL FORMAT AND CONTENT

SEC. 2.01 INTRODUCTION

Proposals must include the complete name and address of the offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Proposals must be limited to **12 pages** maximum. **All pages having any content will be counted towards the total number of pages.** This includes any title page or cover page, cover letter, table of contents, body of the proposal, any dividers with content, and any attachments. Copies of business licenses, professional land surveyor licenses, and proof of insurance are not required within the body of the proposal or as attachments, and, if included, these documents will be counted as additional pages towards the maximum page limit. Proposals must be printed on 8.5 inch x 11 inch paper, must use a standard MS Word font, and must use a minimum size of 10 point font. Proposals not conforming to these requirements will be determined non-responsive and will be rejected.

SEC. 2.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

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- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - E. all terms and conditions set out in this RFP;
 - F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
 - G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the State's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

(f) PROPOSAL CONTENT- INTRODUCTION

Proposals must include a **cover letter** as an introduction.

The cover letter must:

- a. Contain a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.
- b. Be signed by a company officer empowered to bind the company.
- c. Include the complete name and address of the offeror and the name, address, and telephone number of the primary contact regarding the proposal.
- d. Contain a statement as to whether or not the offeror qualifies as an "Alaska Bidder".

- e. Confirm that the offeror will comply with all provisions in this RFP.

An offeror's failure to include Items a. through e. above in the proposal's cover letter may cause the proposal to be determined non-responsive and be rejected.

The cover letter should also contain:

- f. All operational information under the RFP, including offeror's Alaska business license number; Alaska Professional Land Surveyor license number(s).
- g. A statement as to whether or not subcontractors or a joint venture will be used, and if so, fully identifies them.
- h. A statement of commitment to the project and a statement acknowledging that the project completion date, as stated in this RFP, is a fixed date and that the offeror is committed to completing the project by the final date specified in Sec. 1.12 RFP Schedule.
- i. A statement that the offeror, if selected, will be available to conduct contract negotiations within the schedule described in this RFP.

Failure to include or fully address Items f. through i. above in the proposal's cover letter will result in reduced points in the proposal evaluation.

SEC. 2.03 EXPERIENCE AND QUALIFICATIONS

To achieve the highest possible scores, proposals must clearly demonstrate the offeror's relevant experience performing project fieldwork, computations, preparing plats, platting board representation, and any other pertinent proficiencies. At a minimum, the proposal should contain:

1. Statement of Qualifications, within the body of the proposal, for all key personnel, including subcontractors, designated to perform work under this RFP. At a minimum, it should identify the individuals who will perform the following functions:
 - Contract Management (contract compliance)
 - Project Management (single point-of-contact directly engaged in contract performance)
 - Professional Land Surveying (in responsible charge)
 - Field Surveying
 - Computations
 - Plat Preparation

The Statement of Qualifications should clearly describe experience, education, and degrees held, and include all dates thereof. A statement of expected availability for all personnel over the term of the contract should be included.

2. Examples, described within the body of the proposal, of no more than three (3) projects similar to the work defined by this RFP that have been completed by the offeror within the last ten (10) years. (If copies of example plats are included in or attached to the proposal, they will be counted as part of the overall page total. If recorded plats are referenced, please provide the plat number and recording district.)

SEC. 2.04 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. At a minimum, the proposal should address:

1. The key project personnel;
2. The goals and deliverables;
3. The platting requirements;
4. The proposed logistics; and
5. Potential problems and proposed solutions.

SEC. 2.05 METHODOLOGY USED FOR THE PROJECT

To achieve the highest possible scores, offerors must provide specific narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the State's project schedule, including a detailed work plan that illustrates how they intend to accomplish the tasks described in SECTION 1.17 SCOPE OF WORK and SECTION 1.19 DELIVERABLES within this RFP. At a minimum, the proposal should address:

1. The proposed specific **methodology** for this project;
2. **Safety** protocols;
3. A proposed work plan and estimated time to complete the **fieldwork** for this project;
4. A proposed work plan and estimated time to complete **computations, platting, and other office work** for this project;
5. A proposed work plan and estimated time for **project management**;
6. The planned method of **transportation and lodging** for the on-site field crew;
7. If any **subcontractors** are proposed to be used and, if so, their expected level of involvement; and
8. **Quality control and quality assurance** procedures to be used, both in the field and in the office.

SEC. 2.06 MANAGEMENT PLAN FOR THE PROJECT

The management plan and proposed work plan are to be addressed as described in SECTION 2.05 METHODOLOGY USED FOR THE PROJECT.

SEC. 2.07 COST PROPOSAL

Not applicable for this RFP.

SEC. 2.08 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this RFP.

SEC. 2.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 3.01 SUMMARY OF EVALUATION PROCESS

The State will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A Proposal Evaluation Committee (PEC), made up of at least three State employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The PEC will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 3.
- 7) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 3.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State considering the factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Before evaluation, all responses will initially be reviewed to determine if they meet the following minimum responsiveness requirements:

1. Was the proposal received not later than the deadline for receipt of proposals?
2. Is the proposal cover letter signed by an authorized company representative?
3. Is there any conflict of interest or appearance of conflict that may result in the proposal being declared non-responsive?
4. Does the proposal stay within the formatting requirements, including maximum page limit, page size, and font requirements?

Proposals that fail to meet the above requirements will be rejected as non-responsive and will not be evaluated. Proposals determined to be responsive will be evaluated using the criterion that is set out in SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION and in **ATTACHMENT G: PROPOSAL EVALUATION SCORE SHEET.**

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of three representatives from the Division of Mining, Land & Water, with a majority of the Evaluation Committee being Registered Land Surveyors. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

PLEASE NOTE that when evaluating proposals, an emphasis is put on detailed discussion of project specific understanding and methodology. Full points are not awarded for a general discussion of surveying methods. **See Attachment G: Proposal Evaluation Score Sheet** for additional information, including the specific questions the proposal will be evaluated against and point totals for each question.

SEC. 3.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION and in ATTACHMENT G: PROPOSAL EVALUATION SCORE SHEET. Each one-percent weight equates to one point per evaluator. Whole numbers will be used when scoring proposals. The maximum points (score) obtainable for any proposal is equal to 1000.

SEC. 3.04 EXPERIENCE AND QUALIFICATIONS (25%)

See Attachment G: Proposal Evaluation Score Sheet for specific evaluation questions.

SEC. 3.05 UNDERSTANDING OF THE PROJECT (25%)

See Attachment G: Proposal Evaluation Score Sheet for specific evaluation questions.

SEC. 3.06 METHODOLOGY USED FOR THE PROJECT (40%)

See Attachment G: Proposal Evaluation Score Sheet for specific evaluation questions.

SEC. 3.07 MANAGEMENT PLAN FOR THE PROJECT - DELETED

The management plan and proposed work plan are to be evaluated as described in SECTION 3.06 PROPOSED METHODOLOGY FOR THE PROJECT

SEC. 3.08 CONTRACT COST

Not applicable for this RFP.

SEC. 3.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:**Step 1**

Determine the number of points available to qualifying offerors under this preference:

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference.

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
Offeror #3	90 points (80 points + 10 points)

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SEC. 3.10 OFFEROR SELECTION

Upon completion of the evaluations, the Department of Natural Resources Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions, or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The Evaluation Committee will request concurrence from the Procurement Officer to negotiate a contract with the most qualified, responsive offeror. The entire evaluation process, including the final decision of the Evaluation Committee, will be documented in writing and made a part of the contract file.

The apparent successful offeror will be notified of their selection. A date and time of the contract negotiations will be determined. To assist in the negotiation process, the offeror will be required to provide the following additional information:

1. To be provided five business days prior to contract negotiations:

-
- a. A detailed Cost Proposal listed by the Tasks identified in Section 3.03 of this RFP, including the following:
 - i. Labor; including employee hours and charge out rates that include benefits, overhead and profit.
 - ii. Direct expenses such as equipment, supplies, travel, per diem and other itemized expenses.
 - iii. Overhead rate.
 - iv. Profit rate.
 - v. Total lump sum fee for the surveying and platting, with subtotals for each of the five tasks identified in Section 3.03 Deliverables of this RFP
 - b. Fee Schedule
2. To be provided at the time of contract negotiations:
 - a. Certificate of insurance
 - b. Subcontractor information (if applicable)

SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 4.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 4.03 SITE INSPECTION

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC. 4.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 4.05 DISCUSSIONS WITH OFFERORS

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 4.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 3. EVALUATION CRITERIA AND CONTRACTOR SELECTION and in ATTACHMENT G: PROPOSAL EVALUATION SCORE SHEET.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification, or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 4.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations commence, they will be held via teleconference. If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

SEC. 4.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 4.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for the award.

SEC. 4.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 4.11 APPLICATION OF PREFERENCES

Certain preferences apply to all State contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website: [Application Of Preferences](#).

- Alaska Products Preference - AS 36.30.332

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- Recycled Products Preference - AS 36.30.337
 - Local Agriculture and Fisheries Products Preference - AS 36.15.050
 - Employment Program Preference - AS 36.30.321(b)
 - Alaskans with Disabilities Preference - AS 36.30.321(d)
 - Alaska Veteran’s Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business’ or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 4.12 ALASKA BIDDER PREFERENCE

Not applicable for this RFP. Cost is not a factor for this proposal evaluation.

SEC. 4.13 ALASKA VETERAN PREFERENCE

Not applicable for this RFP. Cost is not a factor for this proposal evaluation.

SEC. 4.14 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror’s proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception to.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 4.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 4.16 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 4.17 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 4.18 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the State to reject the proposal as non-responsive or cancel the contract.

SEC. 4.19 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;

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- are merely a matter of form or format;
 - do not change the relative standing or otherwise prejudice other offers;
 - do not change the meaning or scope of the RFP;
 - are trivial, negligible, or immaterial in nature;
 - do not reflect a material change in the work; or
 - do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 4.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 4.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee rejects the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 4.22 ASSIGNMENT

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 4.23 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 4.24 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 4.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 4.19 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 4.26 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 4.27 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

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- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
 - **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 5. ATTACHMENTS

SEC. 5.01 ATTACHMENTS

Attachment A – Special Survey Instructions ASLS 2026-14

Attachment B – Attachment for Special Survey Instructions

Attachment C – Plan of Survey dated 05/27/2026

Attachment D – Plat Checklist

Attachment E – Plat Submittal Requirements

Attachment F – Parcel Description Checklist

Attachment G – Proposal Evaluation Score Sheet

Attachment H – Standard Agreement Form for Professional Services with Appendix A – General Provisions

Attachment I – Indemnity and Insurance – Appendix B

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER
SURVEY SECTION
550 W 7th Ave., SUITE 650
ANCHORAGE, ALASKA 99501-3576**

**SPECIAL SURVEY INSTRUCTIONS
Alaska State Land Survey (ASLS) No. 2026-14**

Anchor Point Heights Subdivision
Authority 11 AAC 53, Survey and Platting Standards

These instructions, together with the Attachment for Special Survey Instructions (Version: March 13, 2019), provide for the survey and platting of approximately 14 lots varying in size from 40,000 sq ft to 5 acres, and one remainder tract, totaling approximately 74 acres. The subdivision parent parcel is NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, and N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 5 South, Range 15 West, Seward Meridian, Alaska. Refer to Attachment C Plan of Survey (POS) dated 5/27/2026 for the anticipated lot configuration. The purpose of the survey is to facilitate the conveyance of title in accordance with AS 38.05.600 and the Final Finding and Decision for ADL No. 232197 approved May 19, 2017.

In the execution of the survey of **ASLS No. 2026-14**, the surveyor is authorized and directed to perform the survey of ADL No. 232197 as set out in these instructions, the Attachment for Special Survey Instructions, the State of Alaska's Survey and Platting Regulations (11 AAC 53), the Plan of Survey dated 5/27/2026, the provisions of the following Special Survey Instructions, any supplemental survey instructions that may be issued during the progress of work, the applicable BLM Manual of Surveying Instructions, and the Kenai Peninsula Borough (KPB) subdivision and platting requirements (Title 20).

LIMIT AND CHARACTER OF WORK

The survey is limited to the establishment and monumentation of the boundaries of the parcels as depicted on the Plan of Survey, ties to all improvements located within the parcels and preparation of the survey plat in accordance with Kenai Peninsula Borough surveying and platting standards. In the event that any needed BLM or GLO survey corner is missing or has been destroyed, it shall be reestablished as per the applicable BLM Manual of Surveying Instructions. If any other controlling survey corners are missing or have been destroyed, they shall be reestablished as applicable.

HISTORY OF SURVEYS

The U.S. Rectangular Survey plat of Township 5 South, Range 15 West, Seward

Meridian, Alaska, was surveyed by F. W. Williamson, Cadastral Engineer, and Fred Dahlquist, Transitman, in 1918, approved by the U.S. Surveyor General's Office on April 17, 1919, and accepted by the General Land Office on May 5, 1919.

The U.S. Rectangular Survey plat of Township 5 South, Range 14 West, Seward Meridian, Alaska, was surveyed by F. W. Williamson, Cadastral Engineer, and Fred Dahlquist, Transitman, in 1918, approved by the U.S. Surveyor General's Office on May 29, 1919, and accepted by the General Land Office on June 21, 1919.

Department of Commerce, Bureau of Public Roads, Region 10, Alaska, Anchorage District, F-021-1(1) Right of Way Easement, recorded on June 19, 1958 in Volume 13, as Pages 96, 97, 98, in the Homer Recording District

U.S. Department of Commerce, Bureau of Public Roads, Region 10, "Plan and Profile Proposed Highway Project No. F-021-1(1) Sterling Highway Homer to Anchor Point, Grading and Drainage As Built," approved by Regional Engineer on July 29, 1958.

The unapproved Department of Transportation & Public Facilities "Right of Way Map, Alaska Project F 021-1(10), Sterling Highway Homer North to Anchor Point," dated April 1982.

The unapproved Department of Transportation & Public Facilities "Right-of-Way Base Map, Alaska Project, Sterling Highway – MP 157 to 169, Anchor Point to Homer Hill, F-021-1(36)," signed and sealed by Tryck Nyman Hayes, Inc. surveyors Frank Nyman, LS-3434, and William D. Cohen, LS-7537, on May 18, 1994.

The Department of Transportation & Public Facilities "Survey Control Diagram, Record of Survey, AKSAS Project No.(s) 54130, 54140, 58106, Sterling Highway Pavement Preservation," was recorded on March 12, 2012, as Plat No. 2012-5 in the Homer Recording District.

The Department of Transportation & Public Facilities "Survey Control Diagram, AKSAS 58106, Sterling Highway MP 157-169 Reconstruction," was recorded on January 5, 2015, as Plat No. 2015-1 in the Homer Recording District.

The Department of Transportation & Public Facilities "Right-of-Way Basemap Record of Survey, Alaska Project, Sterling Hwy: MP 157-169, Rehab-Anchor Pt. to Baycrest Hill, Project No. Z581060000, recorded on August 16, 2018 in the Homer Recording District as Plat No. 2018-26.

The following documents were filed/recorded in the Homer Recording District:

Plats:

The plat of Anchor River Campground was surveyed by the State of Alaska Department of Natural Resources Division of Lands, in 1962, and filed on December 3, 1963, as Plat

No. 63-1098.

The plat of Anchor River Ranchos was surveyed by Lewis Dickinson, in 1972, and filed on April 6, 1972, as Plat No. 72-328.

The plat of Charlton Subdivision Unit I was surveyed by Ken Branch, in 1973, and filed on August 15, 1974, as Plat No. 74-1604.

The plat of Anchor Valley Estates Subdivision was surveyed by Alton Ogard, in 1982, and filed on April 15, 1983, as Plat No. 83-37.

The plat of Arndt Gravel Site Subdivision was surveyed by Roger W. Imhoff, in 1985, and filed on January 7, 1986, as Plat No. 86-2.

The plat of Alaska State Land Survey No. 95-38, A Subdivision of Anchor River Campground (EPF 26-89) was surveyed by Gary Nelson, in 1995, and filed on October 19, 1995 as Plat No. 95-34.

The plat of Norman Lowell Subdivision was surveyed by Donald E. Mullikin, in 2003 & 2004, and filed on June 21, 2004, as Plat No. 2004-38.

The plat of Hokkanen's Hideaway was surveyed by Roger W. Imhoff, in 2008, and filed on December 30, 2008, as Plat No. 2008-98.

Deeds:

Warranty Deed from Emery Ernest Dowst to Norman Lowell Smith recorded in Book 203, Page 202.

Quitclaim Deed from the Smith Family LLC to Norman Lowell Art Gallery Foundation dated November 9, 2016 and recorded as Document No. 2016-003453-0 on November 15, 2016.

Warranty Deed from Maurice J. Coyle and Agnes Anne A. Coyle to World Christian Broadcasting Corporation recorded in Book 112, Page 225.

Easements:

"Grant of Easement" – for maintaining an underground telephone cable, to Glacier State Telephone Company, recorded in Bk. 131, Pg. 227, on October 15, 1982.

"Grant of Easement" – a 15' wide right-of-way for vehicular access, along and across existing roadway, to Anchor Point Road Maintenance Association, Inc., recorded in Bk. 167, Pgs. 728-729, on May 15, 1986.

"Grant of Easement" – a 15' wide right-of-way for vehicular access, along and across existing roadway, to World Christian Broadcasting Corporation, recorded in Bk. 167, Pg.

727, on May 15, 1986.

“Easement” – for installation and maintenance of anchor wires, to World Christian Broadcasting Corporation, recorded in Bk. 191, Pgs. 976-977, on June 27, 1989.

Multiple “Grants of Easement” – 15’ wide right-of-way for vehicular access, along and across existing roadway as depicted on Plat No. 2004-18, to multiple grantees, recorded as Document Nos. 2015-000634-0 through 2015-000646-0, on March 16, 2015.

“Grant & Dedication of Highway Easement” by Kenneth Hurd to Kenai Peninsula Borough – 30’ wide perpetual easement for public highway purposes, recorded as Document No. 2015-001566-0 on June 1, 2015.

“Grant & Dedication of Private Cemetery Easement” – to Norman Lowell Smith & Elizabeth Ann Smith, recorded as Document No. 2017-004141-0, on December 22, 2017.

METHOD OF SURVEY PROCEDURE

Refer to the Attachment for Special Survey Instructions for additional Method of Survey Procedure requirements not listed below. **In cases where the requirements listed in these Special Survey Instructions differ from those listed in the Attachment for Special Survey Instructions, the requirements listed in these Special Survey Instructions shall take precedence.**

Specific requirements for this survey are as follows:

The surveying and platting of ASLS No. 2026-14 (Anchor Point Heights Subdivision) shall substantially conform to 11 AAC 53, these Survey Instructions, the Attachment for Special Survey Instructions, the Final Finding and Decision approved May 19, 2017 and the attached POS, and the KPB subdivision and platting requirements (Title 20).

Basis of Bearing: The Basis of Bearing shall be determined as described in the Attachment for Special Survey Instructions or by a method agreed to by DNR and the contractor.

Basis of Coordinates: For the **Basis of Coordinates** (BOC) the geographic coordinates (both NAD 1983 & NAD 1927) are required and shall be on a primary monument recovered (in close proximity) or set by this survey. A National Geodetic Survey (NGS) Online Positioning User Service (OPUS) “Solution Report” **and** an “OPUS Shared Solution” processed concurrently with the OPUS Report, or within a reasonable timeframe to ensure both are processed with the same Base (CORS) Stations, is required for the Basis of Coordinates. The OPUS solution shall be uploaded as a “shared solution,” meeting the criteria described on the OPUS webpage at <http://www.ngs.noaa.gov/OPUS/about.jsp> under “Share Your OPUS Solution.” The NGS OPUS Report & Shared Solution Data Sheet shall be submitted with the first preliminary plat submittal. Also refer to the Attachment for

Special Survey Instructions for additional instruction.

Geographic Coordinates: NAD 1983 geographic coordinates are required to be shown on the plat for the Basis of Coordinates monument. At the Basis of Coordinates, NAD 1927 geographic coordinates shall also be listed, along with the datum conversion method used (NGS NCAT is preferred). In addition to the datum, all coordinates depicted on the plat shall include the epoch date, if applicable. (See the Attachment for Special Survey Instructions for additional information.)

Record monumentation and accessories found in a disturbed condition shall be refurbished to perpetuate the original corner position, per the applicable BLM Manual of Survey Instructions. The surveyor is responsible for recovering and evaluating sufficient collateral evidence, including additional monumentation or controlling record evidence, to verify the monument's position prior to resetting. In the event a monument is found lost or obliterated, the monument shall be reset according to the applicable BLM Manual of Survey Instructions. If any of these aforementioned situations occur, the surveyor shall contact the DNR project surveyor to discuss findings and agree on an acceptable method for resetting the monument.

All record accessories for controlling monuments are to be searched for & recovered. Applicable data for all accessories recovered, accessories searched for but not found, accessories not searched for ***(there should not be any)***, and all accessories refurbished, reestablished or replaced shall be noted on the plat with record and measured data, as well as denoting what was found in the field. Alaska Administrative Code 11 AAC 53.200 requires 3-BTs or 2 reference monuments at primary monuments. The Bearing Trees must be alive and meet the requirements set forth in the applicable BLM Manual of Survey Instructions, 2009. The data etched on BT tags must be clear & legible in the photos required below in the Technical Survey Requirements section. It is highly recommended that the contractor uses a battery-operated etching tool. It is the surveyor's responsibility to thoroughly research and recover all controlling monuments and their accessories.

The surveyor is required to:

- Survey and plat Anchor Point Heights Subdivision with platting approval from the Kenai Peninsula Borough platting authority, including, but not limited to, soils analysis in accordance with KPB 20.40.040.
 - **The surveyor shall be responsible to apply for and obtain preliminary plat approval, comply with all subdivision & platting requirements, and obtain final plat approval.**
- Recover sufficient record monumentation to control the parent parcel boundary, and to control that portion of the Sterling Highway ROW of this survey as shown in the Plan of Survey.
 - It is estimated that 12 monuments (2 BLM/GLO primaries, 2 primaries, 6 DOT ROW markers, and 2 secondaries) are required to be recovered to control this survey. One (1) of the secondaries will be replaced with a primary monument.

- Note: DNR fieldwork in 2024 did not recover the $\frac{1}{4}$ corner between Sections 12 & 13. The contractor is required to perform a full monument & accessory recovery effort of this corner. If it is not located, this monument will need to be replaced according to the applicable BLM Manual of Survey Instructions.
- Refurbish record monuments and accessories if and/or as necessary.
- As-built/locate:
 - Centerlines of existing Motor Way & Alut Avenue to 200-feet beyond NE corner of project (approximately 3800-feet), and
 - 1000± feet of the existing Norman Lowell Road (includes 200-feet beyond south & west boundaries) and
 - Ordinary High Water line of the Anchor River, all portions within 100-feet of the parent parcel boundary (*if any*).
 - As applicable, all utilities, improvements (*permanent and non-permanent including those in trespass*), all streams, lakes, trails, & etc. that lie within the subdivision boundaries and within 100' abutting the exterior of any parcel; and
 - Stake out the centerlines of proposed Artist Drive and Landscape Court with intervisible lathe and flagging every 100 feet.
 - The bounds of apparent wetlands/lowlands within Lots 1-9, Block 1, and Lots 1-5, Block 2; and
 - Eagle nest trees, only if any are noticed.
 - Note whether it is an active or non-active nest; and
 - Minimize activity within the vicinity of all active nest trees.
 - Provide this office with a NAD 83 latitude and longitude of all nest trees and note whether they are active and non-active.
 - If applicable, cultural resources: If during the course of fieldwork, a cultural resource site is discovered, without disturbing the site the surveyor shall identify the location and take representative photos. The location, photos, and information are to be sent to the Project Surveyor who will contact DNR's Office of History and Archaeology for further instructions.
- Obtain preliminary plat comments from local utilities.
- Obtain preliminary plat comments from DOT&PF.
- Comply with all other Kenai Peninsula Borough subdivision and platting requirements.
 - Conduct soils analysis in accordance with KPB 20.40.100.
 - Address KPB Floodplain requirements in accordance with KPB 20.30.280. The KPB River Center Floodplain Determination, dated June 15, 2017 for

KPB Parcel 16913307 (NW1/4 NE1/4 of said Section 13, excluding the S1/2 SW1/4 NW1/4 NE1/4) indicates that portions of said parcel lie within Flood Zones "D", "AE", and "Floodway."

- Obtain preliminary plat comments from Kenai Peninsula Borough
- Request exceptions to the items noted below at the time of preliminary plat application pursuant to KPB 20.25:
 - KPB 20.30.190: Maintaining the required 3:1 depth/width ratio for lots is not conducive due to the topography.
- Notify DNR of the expected date that approximately **80%** of the monumentation is anticipated to be completed. If practical, DNR will schedule a field inspection prior to the contractor's demobilization from the field.
- Submit progress reports with each invoice submittal and at the completion of required tasks or milestones. At a minimum, quarterly progress reports are to be submitted to the contracting officer to ensure that the project is on track (cc the project surveyor). Detailed progress reports are preferred over quarterly ones.

The surveyor is not required to conduct:

- A topographic survey, unless additional topography is required by KPB.
- A wetlands delineation in accordance with the 1987 Army Corps of Engineers Wetlands Delineation Manual and/or any Regional Supplements to said manual.
- Brushing of individual lot lines.
- Road construction or road construction management.

No marks are to be added to existing monuments.

A magnet (provided by DNR) is to be set at each corner position monumented with a primary monument that is set by this survey. Magnets are to be placed in the hole, stood upright, and covered with soil before placing the monument. Magnet type, color, and any other identifying features shall be noted on the plat.

Approximately ten (10) primary monuments are required to be set for this survey. These monuments shall be set as depicted on the Plan of Survey. None of these primary monuments, will require accessories in accordance with 11 AAC 53.200. However, all of them will require a magnet set below the monument base and a witness post.

- One (1) of these primaries will replace the secondary monument of record on the west boundary where it intersects with the Sterling Highway right-of-way. The record monument shall be buried upside down alongside the primary monument and noted on the plat.
- If it is not located, the $\frac{1}{4}$ corner monument for Sections 12 & 13 will also need replaced in accordance with the applicable BLM Manual of Survey Instructions. If accessories are destroyed, new accessories for this monument will be required to be reset in accordance with 11 AAC 53.200.

All other lot/tract corners shall be monumented with secondary monuments. The Plan of Survey indicates approximately fifty-four (54) secondary monuments need to be set.

- DML&W has issued a waiver for the 36-inch rod length for secondary monuments as required by 11 AAC 53.190(b). Said waiver, approved December 9, 2013, reduces the required length to 30 inches.

As noted above, *all record accessories for controlling monuments are to be recovered and/or refurbished or replaced*, and they shall be tied and noted on the plat.

Survey control monuments of record are assumed to exist and are considered useable until proven otherwise. When survey control monuments of record are determined "lost" (by BLM definition) or unusual circumstances arise leading to boundary discrepancies or questionable survey methodology, the contractor shall present any findings, recommendations in writing to the DNR, DML&W, Survey Section and request approval and/or supplemental special instructions.

TECHNICAL SURVEY REQUIREMENTS

Refer to the Attachment for Special Survey Instructions for standard Technical Survey Requirements concerning **accuracy**; **first plat submittal** items; **field notes and/or survey report** contents; **existing monuments**; **primary monuments** to be set; **witness corners**; **substitute primary monuments**; **corner accessories**, including bearing trees and objects, reference monuments, and witness posts; and **secondary monuments** to be set.

In any cases where the requirements listed in these Special Survey Instructions may differ from those listed in the Attachment for Special Survey Instructions, the requirements listed in these Special Survey Instructions shall take precedence.

Specific Technical Survey Requirements for this survey are as follows:

Minimum Accuracy: All lines surveyed and retraced using terrestrial methods for this survey shall be surveyed with a minimum accuracy of **1:5000**, and/or corner positions recovered or established with non-terrestrial methods (with a least-squares adjustment) shall have a Relative Positional Accuracy at the 95 percent confidence level of **0.13 feet plus 100 ppm**.

Navigable and Public Water Bodies: All navigable water bodies and those defined as public water that are within 330' of the boundaries of each proposed parcel shall be located and shown on the plat. For the purposes of this project, public water shall be defined as lakes or ponds that are ten acres or larger; and streams that have an average width of ten feet or greater, measured between the ordinary high water (OHW) lines on opposite banks.

Other Items to Be Located: In addition to water bodies, certain other items within 330' of each proposed parcel shall be located and shown on the plat. These items include well

established, distinguishable trails, existing parcels, and other significant improvements, such as existing airstrips.

Georeferenced Photographs: The contractor shall provide digital format photographs with encoded metadata (a minimum of geographic coordinates, direction camera was facing, time and date) for each monument recovered or established. Photos required at each monument: 1) legible cap marking, 2) general conditions at the monument, 3) general vicinity in all four cardinal directions and in directions of all survey lines to include the horizon at an oblique angle, and 4) all accessories from the monument and a close-up of all bearing tree tags. In addition, the contractor shall provide representative photos for each tract surveyed showing applicable items, such as vegetation, water frontage, or view, which can aid in the future appraisal of the parcel.

Survey Reports shall include, at minimum, 1) the accuracy classification to which the data was gathered, 2) the survey methods used to obtain the data, 3) the dates the survey work was performed, and 4) the datum (with epoch) used for the survey. **Legible, annotated copies of all field notes and computations and a sketch showing traverse point relationships, must accompany the first submittal. All GNSS data, including raw data files, adjustment files, a final coordinate file, and OPUS solution reports shall be submitted in a digital format only, no hard copies please. The OPUS Shared Solution Datasheet must also accompany the first plat submittal.**

Primary and secondary monuments shall be set to a standard ensuring the monument is stable, durable and of a relatively permanent nature that will reasonably withstand the test of time. Local conditions such as bedrock, gravel/cobbles, tundra, wetlands, etc. may require additional work or specific equipment to ensure stability and durability. The surveyor shall use the necessary tools (e.g. hammer (rock) drill, grout, stone collars or mounds, drive rod, etc.) to achieve this standard.

All monument caps must be permanently stamped with the survey designation ASLS No. 2026-14 across the top, with the lot/block, tract, and/or ROW designations in the center; and the surveyor's registration number and the year set on the bottom. This data must be oriented so that it may be read when the reader is facing north.

A witness post is to be set at all monuments set this survey. For primary monuments, a minimum size of a nominal two-by-four or a fiberglass reinforced Carsonite witness post, six feet long, with four feet protruding above ground, shall be placed either on the property line or at right angles to the property line and no farther than one foot from the monument. It is preferred that the witness post be set to the North of the monument if conditions allow. For all other monuments, a minimum 30" long survey lath is required to be set nearby.

All significant improvements within the survey must be field tied and shown on the plat.

SUBDIVISION DESIGN PARAMETERS**Lots/Tracts:**

- Parcel design shall not significantly differ from the Plan of Survey (POS) dated 5/27/2026.
 - Lots shall be no smaller than 40,000 square feet and no larger than 5 acres, per the Final Finding and Decision approved May 19, 2017.
 - Field conditions should be assessed to improve subdivision design where possible.
- No lots bordering on the Sterling Highway shall have direct access onto the Sterling Highway.
- A soils analysis of lots within proposed ASLS 2026-14, Anchor Point Heights Subdivision will be conducted by a professional engineer in accordance with KPB 20.40.040. A soils report will be submitted to KPB in accordance with KPB 20.40.100 for review and approval. The report will include plat notes regarding the suitability of soils on the lots for conventional on-site wastewater disposal. The engineer will sign the wastewater disposal statement on the plat.

Fee Dedicated Rights-of-Way:

- 50-foot ROW (Alut Avenue) overlapping the section-line easement along the north boundary of the subdivision will be dedicated to the public.
- 50-foot ROW (Motor Way) along the west boundary of the subdivision will be dedicated to the public, coincident with the existing 30-foot public access easement dedicated by document 2015-001566-0. This road will provide access to the subdivision.
- 60-foot ROW (Vince Road) along the south boundary, east of Norman Lowell Road, will be dedicated to the public.
- Create and dedicate two 60-foot wide interior ROWs similar to those depicted on the Conceptual Plan of Survey unless engineering considerations warrant changes. One 60-foot right-of-way (Artist Drive) will provide access between Alut Ave and Norman Lowell Road. One cul-de-sac (Landscape Court) will provide access to Lots 1-3, Block 2. Roads and cul-de-sac rights-of-way will be designed to meet KPB standards.
 - These interior ROWs shall be evaluated for constructability and can be relocated as needed dependent on field conditions.
- Establish the northerly limits of the Norman Lowell Road ROW dedication (coincident with a portion of the south boundary of Block 1) by offsetting from the as-built centerline of the existing road 30-feet north. The irregular shaped area directly south of said road shall be dedicated as a right-of-way.
- All areas overlapping the Sterling Highway ROW [AK Project F-021-1(36)] shall be dedicated to DOT&PF.

Easements:

- 20-foot Public Utility Easement and building setback will be dedicated adjoining all rights-of way within the subdivision.

- 50-foot Section-Line Easements along the north and east boundaries of the subdivision.
- 30-foot public access easement dedicated to KPB in document no. 2015-001566-0 provides access to the subdivision from the Sterling Highway.
- 50-foot public access easement (AS 38.05.127) to be reserved within any subdivision lots upland of all navigable or public water within the parcels.
- All easements and setbacks must meet KPB requirements.

All Subdivision Design Parameters shall conform to Kenai Peninsula Borough Code.

PLAT REQUIREMENTS

Refer to the Attachment for Special Survey Instructions for additional Plat Requirements not listed below. **In cases where the requirements listed in these Special Survey Instructions may differ from those listed in the Attachment for Special Survey Instructions, the requirements listed in these Special Survey Instructions shall take precedence.**

The following specific Plat Requirements correspond with the item numbers in the Attachment for Special Survey Instructions:

(Note: For item numbers that are not listed below, the corresponding requirements remain the same as in the Attachment for Special Survey Instructions.)

The surveyor shall construct the plats in accordance with the following:

- (1) The base sheets must be of good quality Mylar at least three mils thick and shall be **24" x 36"**. Other requirements for this item remain the same as in the Attachment.
- (8) The plat must be in an appropriate engineering-type scale. Each plat sheet shall be oriented so that north is at the top of the sheet.
- (17) Certificates must be shown substantially as follows, with the headings capitalized and underlined, and there must be sufficient room on the plat for the notary stamp:

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, the undersigned, hereby certify that I am the Director, Division of Mining, Land and Water and that the State of Alaska is the owner of ASLS No. 2026-14, as shown hereon. I hereby approve this survey and plat for the State of Alaska, and dedicate for public or private use as noted, all easements, public utility areas, and rights-of-way as shown and described hereon.

Dated _____ (Signature in black ink)
Director, Division of Mining, Land and Water

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____, 20_____.
For: _____.

Notary Public for Alaska
My Commission Expires _____
Or in the format approved by the platting authority

SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.

Date _____ (Mechanically lettered name) _____
Registered Land Surveyor
(Surveyor's Seal with Original Signature)

CERTIFICATE OF ACCEPTANCE

The undersigned official identified by name and title is authorized to accept and hereby accepts on behalf of the Kenai Peninsula Borough for public uses and for public purposes the real property to be dedicated by this plat including easements, rights-of-way, alleys, and other public areas shown on this plat identified as follows:

The acceptance of lands for public use or public purpose does not obligate the public or any governing body to construct, operate, or maintain improvements.

By: _____ Date: _____
(Name and title of authorized official)
City of (insert name)

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of _____.

Kenai Peninsula Borough
By: _____
Authorized Official

ENGINEER'S WASTEWATER DISPOSAL CERTIFICATE

As required by KPB 20.60.190

(18) Any approval or any other certificates or notes that may be required by the Kenai Peninsula Borough shall be drafted on the plat. Each individual page of the plat will require the Surveyor's Seal.

(19) The following **notes** will be required on the plat:

(Note: All required plat notes are listed below and supersede the plat notes in the Attachment for Special Survey Instructions.)

- a. This survey was accomplished in accordance with AS 38.04.045, and SSI ASLS No. 2026-14.
- b. All bearings shown are true bearings as oriented to the Basis of Bearing and the distances shown are reduced to horizontal field distances. **(Refer to item "e" below.)**
- c. The error of closure of this survey does not exceed 1:5000, and/or corner positions have a Relative Positional Accuracy at the 95 percent confidence level of 0.13 feet plus 100 ppm.
- d. All parcels of land owned by the State of Alaska, located within 50.00 feet of, or bisected by a surveyed or protracted section line, are subject to a 50-foot (50') easement, on each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.
- e. For plats based on GNSS: **(to be used in lieu of note "b" above)**

BEARINGS AND DISTANCES: Are based on high precision Global Navigation Satellite System technology in the NAD 83 (*CORS Epoch*) datum, using (*brand model*) receivers, differentially corrected and processed using (*name of software*), Version ____ software. Local plane bearings are oriented to true geodetic north at (*monumented position on the survey*). Distances shown are reduced to horizontal field distances. (Note: This statement may be revised, as necessary, if agreed to by DNR and the contractor.)

COORDINATES: The shown found NAD 83 (*2011*) coordinates are based on an NGS OPUS Solution (Epoch: *2010.0000*) for the (*monumented position*). The coordinates were constrained to the National Spatial Reference System using the CORS reference stations: *Xxxxx-1 (PID #)*, *Xxxxx-2 (PID #)*, and *Xxxxx-3 (PID #)*. The shown record coordinates are from _____.

- f. (*if applicable*) Parcels may contain wetlands. A U.S. Army Corps of Engineers Wetland Permit may be required to develop any wetland areas.
- g. (*if applicable*) There is a 100-foot building setback from the ordinary high water line of all water bodies determined to be public or navigable.

- (21) Record and found bearings, distances, and coordinates will be shown on the plat. In the event there is more than one set of record data, the data from the latest plat of record will be shown with the plat nomenclature indicated.
- (22) The exact cap markings on all primary monuments recovered and set must be shown on the plat with data pertaining to bearing trees and/or monument accessories recovered, refurbished and/or established. A detail showing typical markings on secondary monuments set must be shown on the plat as well.
- (23) All easements and rights-of-way shall be shown graphically on the plat in lieu of a "note" whenever possible to do so. This requirement applies to all easements and rights-of-way, including those to and along public water bodies and shore lands.
- (24) The plat shall show the legal parcel identifiers for all lands surrounding this survey.
- (25) A public access easement shall be provided 50 feet upland of the mean high water and ordinary high water marks of navigable and public waterbodies. This easement shall be depicted in the plat graphics with a dashed line and shall be labeled **50' Public Access Easement per AS 38.05.127**. This easement only needs to be depicted if it occurs within the boundaries of a parcel.

The following specific Plat Requirements are in **addition** to those listed in the Attachment for Special Survey Instructions:

- (26) The current **DIVISION OF MINING, LAND AND WATER** "TITLE BLOCK" shall be placed in the lower right-hand corner of each sheet of the plat. It shall be labeled:

ALASKA STATE LAND SURVEY NO. 2026-14
ANCHOR POINT HEIGHTS SUBDIVISION
 A SUBDIVISION OF THE NE¹/₄ NE¹/₄, E¹/₂ NW¹/₄ NE¹/₄,
 NW¹/₄ NW¹/₄ NE¹/₄, & N¹/₂ SW¹/₄ NW¹/₄ NE¹/₄ OF SURVEYED SECTION 13,
 TOWNSHIP 5 SOUTH, RANGE 15 WEST,
 SEWARD MERIDIAN, ALASKA

CREATING LOTS 1-9, BLOCK 1, LOTS 1-5, BLOCK 2, & TRACT A
 CONTAINING 74.00 ACRES, MORE OR LESS
 Homer Recording District
(Revise as necessary)

Label the File No. Box within the Title Block as follows: **ASLS 20260014**.

SUBDIVISION / MONUMENTATION PLAN & PRELIMINARY PLAT SUBMITTAL

Upon completion of the preliminary field survey, provide DNR with a draft subdivision/monumentation plan (including an AutoCAD *.dwg file) showing proposed lots and ROWs, any monuments set, proposed solutions to problems, proposed

monumentation, as-built information, apparent wetlands & eagle nest trees (if applicable). With the submittal include field notes, annotated computations, legible geo-referenced photographs of all recovered & set monuments and their accessories, proposed parcel closure & area reports, and adjustments made to the parcel boundaries. The subdivision/monumentation plan shall be reviewed and approved by DNR prior to any subdivision lot monumentation.

Parcel closure data shall be computed from the same data as labeled on the plat (i.e. bearings rounded to the nearest second and distances rounded to 1/100 of a foot). Parcel closure reports (lot summaries, mapcheck reports, etc.) are required for each parcel, the parent parcel, and each ROW.

After subdivision/monumentation plan approval submit one full size paper copy of the preliminary plat for review. Include the OPUS Solution Report, the OPUS Shared Solution Data Sheet, and any other supporting documentation not previously submitted. The preliminary plat shall be in a final draft format and have notes, certificates, title block and other data (legend, tables, etc.) that the final plat will have.

After review & DNR approval of the draft preliminary plat, submit a Preliminary Plat application and supporting documentation to KPB. After review & KPB approval of the preliminary plat, proceed to Task 3.

Upon notice of the 80% monumentation completion submit an AutoCAD *.dwg showing the subdivision boundary, lot boundaries, control monuments, set primary & secondary monuments in State Plane Coordinates. This will be used for the monumentation inspection.

PLAT REVIEW PROCESS

The contractor shall follow the instructions in the Attachment for Special Survey Instructions, with the exception that the contractor will not be charged any plat review fees for this project.

DRAFT FINAL PLAT SUBMITTAL(S)

Upon completion of the final field survey, submit one full size paper copy of the plat along with 1) a project report/narrative discussing the project, field procedures used, conditions found, adjustments made to the parcel boundaries and any other pertinent data; 2) an AutoCAD *.dwg compatible file and full size *.pdf copy (printable to scale); 3) copies of field notes; 4) a sketch showing traverse point relationships; 5) copies of computations; 6) final parcel closure & area reports; 7) photographs of set and recovered monuments and accessories, 8) supporting documentation not previously submitted (if any), and 9) completed copies of the "Plat Submittal Requirements" and "Plat Checklist" sheets shall be submitted to DNR for review.

FINAL MYLAR PLAT SUBMITTAL

The contractor shall follow the instructions in the Attachment for Special Survey Instructions,

with the exception that the contractor will not be charged any plat filing fees for this project.

MODIFICATION OF INSTRUCTIONS

Should conditions arise appearing to demand additional instructions, require interpretation of these instructions, or make these instructions inoperable, a report shall be submitted promptly to the Survey Section Chief, describing the situation with recommendations to resolve such problems.

Prepared by: _____
Joseph Donohue, PLS
Land Surveyor

Approved by: _____ Date: _____
Ryan Quigley, PLS
Land Survey Manager, Survey Section

Enclosures: Attachment for Special Survey Instructions (Attachment B)
Plan of Survey (Attachment C)
Plat Checklist (Attachment D)
Plat Submittal Requirements Checklist (Attachment E)
Parcel Description Checklist (Attachment F)
Evaluation Score Sheet (Attachment G)

Copy: Jess Barbeau, DML&W, LCS (ADL 419351)
Tim Shilling, DML&W, LCS (ADL 419351)
Survey Tracking & Monitoring (Case Type 311, Sub Type 074)

**ALASKA STATE CADASTRAL SURVEY /
ALASKA STATE LAND SURVEY / ALASKA TIDELAND SURVEY****ATTACHMENT
FOR
SPECIAL SURVEY INSTRUCTIONS**

Conformance with 11 AAC 53 Article 2, Survey and Platting Standards,
Version: September 5, 2023

In the execution of the survey under the Special Instructions the surveyor is authorized and directed to perform the survey as set out in the Special Survey Instructions, the State of Alaska's Survey and Platting Regulations, and such Supplemental Instructions as may be issued during the progress of work.

LIMIT AND CHARACTER OF WORK

The survey is limited to the establishment and monumentation of the boundaries as shown on the Plan of Survey, the location of all improvements within the parcel, and the preparation of the survey plat. In the event that any needed BLM or GLO survey corner is missing or has been destroyed, it shall be reestablished per the appropriate BLM Manual of Surveying Instructions.

HISTORY OF SURVEYS

See the Special Survey Instructions.

METHOD OF SURVEY PROCEDURE

The survey shall be executed by a Professional Land Surveyor registered to practice in the State of Alaska.

It is the surveyor's responsibility to ensure research is complete.

The survey and plat shall substantially conform to 11 AAC 53, the Special Survey Instructions, this attachment to the Special Instructions, the Final Finding and Decision and any Amendments, the development plan, and the Plan of Survey.

See the Special Survey Instructions for parcel descriptions.

Field ties shall be made to all monuments which control the survey. The ties and monumentation shall be shown on the plat. Adjoining parcels shall be retraced sufficiently to ensure that they are not encroached upon. All significant improvements and encroachments within this survey shall be field located and shown on the plat.

No markings of any kind shall be added to recovered monuments.

Basis of Bearing

The Basis of Bearing shall be between any two recovered monuments for which there is a record bearing: preferably nearby and the longest line of record. The Basis of Bearing must be clearly noted on the plat in **bold lettering**.

Alternately the Basis of Bearing may be determined using high precision Global Navigation Satellite System (GNSS). The Datum, epoch, and conversion method information (if applicable) must also be noted on the plat.

Basis of Coordinates

Geographic NAD 1983 coordinates (and if applicable NAD 1927) are required to be shown at a monumented Corner, or Witness Corner, of the ASLS/ATS/ASCS. The Basis of Coordinates shall be derived from a field tie to a NGS survey monument, or from a tie to a **primary** monument with record coordinates (shared OPUS Solutions are acceptable), or coordinates computed from record tie information to a rectangular monument in the PLSS. The Basis of Coordinates must be clearly noted on the plat in **bold lettering**.

Geographic coordinates may also be derived from survey-grade GNSS observations if sufficient to process through OPUS. Observations shall be on a **primary** monument, set or recovered, which shall be shown on the plat with ties to the survey. Note that if the point for the Basis of Coordinate is a random control point it MUST be monumented with a primary monument. Documentation accompanying the first plat submittal must include the “NGS OPUS Solution Report.” The NGS Opus Solution Report shall show sufficient GPS data for minimum of an OPUS-RS solution.

For additional information regarding OPUS and the NGS OPUS Solution Report, see <http://www.ngs.noaa.gov/OPUS/about.jsp>

Control monuments on record with the National Geodetic Survey (NGS) may be researched on-line at <http://www.ngs.noaa.gov/datasheets/> and shared OPUS solutions are available at <http://www.ngs.noaa.gov/OPUS/view.jsp>

If GNSS technology is used, it shall conform to the Federal Geographic Data Committee (FGDC) publication Geospatial Positional Accuracy Standards, Part 1, Reporting Methodology, FGDC-STD-007.1-1998; Part 2, Standards for Geodetic Networks, FGDC-STD-007.2-1998; and Part 3, National Standard for Spatial Data Accuracy, FGDC-STD-007.3-1998. Copies are available at the following website:

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part1/chapter1>

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2/chapter2>

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3>

(As applicable to Municipal Entitlement Surveys) A table shall be shown on the plat showing total acreage of approved municipal entitlement lands and the total acreage of the riparian buffer within the approved municipal entitlement lands. Two such tables shall be shown. One for lands to which the state holds patent and a separate table where the state only holds Tentative Approval.

Reservations: See the Special Survey Instructions.

Subject to's: See the Special Survey Instructions.

The surveyor shall research the public record sufficiently to show on the plat the current legal identifiers of contiguous parcels.

TECHNICAL SURVEY REQUIREMENTS

All lines surveyed and retraced using terrestrial methods for the survey shall be surveyed with a minimum accuracy of 1:5000, and/or corner positions recovered or established with non-terrestrial methods (with a least square adjustment) shall have a Relative Positional Accuracy at the 95 percent confidence level of 0.13 feet plus 100 ppm (per 12 AAC 36.250). The surveyor must select the proper equipment and methods to achieve the required degree of accuracy for the survey, with the actual field closure reflected in the field notes and/or survey report. Legible, annotated copies of all field notes, a sketch showing traverse point relationships (if applicable), as well as good photographs or legible rubbings of monuments recovered and established, must accompany the first plat submittal. All GNSS data; including adjustment files, final coordinate file, and OPUS solution reports shall be submitted in a digital format only, no hard copies please.

The field notes and/or survey report shall include 1) the accuracy classification to which the data was gathered, 2) the survey methods used to obtain the data, 3) the dates the survey work was performed, and 4) the datum (with epoch if applicable) used for the survey.

Monuments

Previously existing monuments and accessories found in a disturbed condition must be returned to the original position and condition as nearly as possible or replaced so as to perpetuate the position.

All angle points on the exterior boundary of the survey must be monumented with a primary monument. No portion of the survey may be more than 1,320 feet from a primary monument.

Primary Monuments

A primary monument must consist of a minimum two-inch diameter metal pipe, at least 30 inches long, with a minimum four-inch flange at the bottom. A minimum two-and-one-half inch diameter metal cap must be permanently attached at the top. If both the cap and the pipe are of non-ferrous metal, then additives with magnetic qualities must be permanently attached at both the top and bottom of the monument. Every primary monument cap must be permanently stamped with the survey designation across the top, the corner identification in the center, and the surveyor's registration number and the year set on the bottom. This data must be oriented so that it may be read when the reader is facing north.

If the point for a primary monument is in a place that would be impractical to monument because of natural obstacles, such as water bodies, a witness corner must be set. The witness distances must be shown on the plat of survey from the true corner position to the monument as set. Except where otherwise required in the Special Survey Instructions and the Plan of Survey, witness corners must be set on a survey property line and at a distance considered reasonable and practical from the true corner

point. Witness corners must comply with the standards for primary monuments. If it is impractical to set a primary monument due to surface or shallow subsurface rock, one of the following may be substituted, with monument accessories as required: (a) a cap grouted into firm rock; or (b), a durable tablet containing a minimum of 1,000 cubic inches of concrete and a cap marking the actual corner point.

Care shall be taken to ensure that all primary monuments are firmly set and that the hole is backfilled completely with material that is dense enough to support the monument in an upright position for an extended period of time. In instances where monuments are being set in frozen ground and the excavated material is not sufficient or suitable for backfilling the hole, it will be required to import material from offsite such as bagged pea gravel or other rocky material.

All primary monuments must be referenced to three bearing trees or objects, if available, using methods that will secure a closure error no greater than 1:2000. Reference monuments must be set if no trees or other suitable objects exist within 100 feet.

- (1) If bearing trees or objects are used, they must be located as nearly as possible at equal angles and may not be farther away than 100 feet from the monument. The distance to trees or objects must be measured at waist height, and in the case of trees, measured to the center of the tree, with distances reduced to horizontal equivalent. The surveyor shall have the option of marking the bearing trees with non-ferrous metal tags of at least nine square inches in size facing the monument and clearly and permanently marked with the bearing, distance, and corner nomenclature, or of scribing the trees as per applicable Articles of the BLM Manual of Surveying Instructions, 2009. Reference monuments must be set if no trees or other suitable objects exist within 100 feet.
- (2) If reference monuments are necessary, two monuments meeting the requirements for secondary monuments must be used. These monuments must be placed on a property line or at right angles to the monument within the property being surveyed and may not be further than 100 feet from the monument being referenced. In addition, they must be marked with the nomenclature and distance to the monument being referenced.
- (3) In addition to the accessories required above, witness posts of the minimum size of a nominal two-by-four, or fiberglass reinforced Carsonite witness posts, six feet in length with four feet protruding above ground, are required for all primary monuments. They shall be set at right angles to the line and no farther than one foot from the monument.

Secondary Monuments

Secondary monuments must consist of at least a five-eighth inch metal rod, three feet long, with a one-and-one-half inch cap attached at the top. Care shall be taken to ensure that all secondary monuments are firmly set and will remain in an upright position for an extended period of time.

If applicable all property corners must be numbered on the monuments and designated on the plat in a consecutive, preferably clockwise, direction.

Any additional survey or monumentation requirements of the local Platting Authority must also be conformed to.

PLAT REQUIREMENTS

The surveyor shall construct the plats in accordance with the following:

- 1) The plat must be of archive quality biaxially oriented polyester film (Mylar) that does not exceed 32 x 36 inches. Margins shall be 1½ inch on the left and ½ inch on the top, right and bottom.
- 2) All sheets must have the official division title block, border configuration and standard DNR legend.
 - a) An example of the DNR Title Block and Legend is available on the DNR Survey Section webpage at <https://dnr.alaska.gov/mlw/survey/>. The sections and townships shown in the sample title block shall be modified as necessary, according to the surveyor's field location of parcel boundaries with respect to protracted or surveyed sections and townships.
- 3) It is the responsibility of the surveyor to comply with [12 AAC 36.185](#). Use of Seals. All sheets must include:
 - a) surveyors seal and date each time the registrant signs and seals a document by electronically or manually inserting the date within the seal or within two inches of the seal
 - b) business name, physical address, and telephone number
 - c) project name or identification
 - d) project address or location
 - e) certificate of authorization number issued to the corporation, limited liability company, or limited liability partnership to practice architecture, engineering, land surveying, or landscape architecture, if applicable.
- 4) All line work on the plat must be in black ink (no gray scale).
- 5) All lettering on the plat must be in black ink (no gray scale) and be accomplished with mechanical lettering equipment.
- 6) All line work and lettering must be of professional quality and all line widths and lettering sizes must be of such size that all information can be clearly shown without overlap or confusion. All lettering must be of a minimum size 80 Leroy®, or equivalent, with No. 100 recommended. Size 80 lettering must be uppercase.
- 7) When more than one sheet is required, an index sheet must be added showing the entire limits of the survey, and each sheet showing the sheet number and total number. When more than one sheet is submitted, only the last need the approval certificates, but all sheets must be the same size.

- 8) The plat must be in an appropriate engineering scale, preferably of one inch representing a multiple of 100 feet. If larger or smaller than 100 scale the plat must be in a multiple of 10 feet.
- 9) Details, as necessary, must be shown at an appropriate indicated scale.
- 10) The plat must have a vicinity map in the upper right-hand corner. The map shall be at least four inches on each side with a scale of 1:63,360, showing sections, townships and ranges, boundaries such as national forest or municipal boundaries, and other prominent physical or natural features such as roads, lakes, or rivers. The source and date/revision date of the base map must also be indicated.
- 11) Nomenclature of the survey need appear in the title block only unless the division specifically states otherwise.
- 12) The Basis of Bearing must be indicated. Bearings shown must be true bearings as orientated to the basis of bearing, and distances must be in US Survey Feet reduced to the true horizontal equivalent.
- 13) The Basis of Coordinates must be indicated. NAD 1983 (and if applicable NAD 1927) coordinates must be shown at a monumented Corner, Meander Corner, or a Witness Corner to Meander Corner.
- 14) Bearings must be shown to the nearest second and distances to one hundredth of a foot. Boundary line distances must be shown from monument to monument. Witness distances must be shown from monument to the true point.
- 15) In compliance with PL 94-168, entitled "Metric Conversion Act 1975," a metric bar scale shall be shown on the plat, positioned directly above the title block. A corresponding foot scale shall be shown and similarly placed and have a unit scale which is identical to that used in the drawing on the survey portion of the plat. Two equations shall be shown:
1 meter = 3.280833 U.S. survey feet, and 1 U.S. Acre = 0.4047 hectare.
- 16) The date of plat preparation and standard north arrow must be shown on the plat. A recent magnetic declination must be shown below the north arrow with a date and source. The current declination may be computed utilizing the N.O.A.A. National Geophysical Data Center website (<http://www.ngdc.noaa.gov/geomag-web/>).
- 17) The applicable Certificates must be shown with the headings capitalized and underlined unless revised by the Special Survey Instructions:

ATTACHMENT B
Anchor Point Heights Subdivision
ASLS No. 2026-14

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, the undersigned, hereby certify that I am the Director, Division of Mining, Land and Water and that the State of Alaska is the owner of (AS APPLICABLE) ASLS No. 20xx-xx/ ASCS No. 20xx-xx/ATS XXXX, as shown hereon. I hereby approve this survey and plat for the State of Alaska, and dedicate for public or private use as noted, all easements, public utility areas, and rights-of-way as shown and described hereon.

Dated _____ (Signature in black ink)
Director, Division of Mining, Land & Water

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____,
20_____.

By _____.

Notary Public for Alaska
My Commission Expires _____

APPLICANT CERTIFICATE

(Use the singular or plural as applicable.)
(I/We), the undersigned, hereby certify that (I am/we are) the applicant(s) as shown hereon.
(I/We) hereby approve this survey and plat.

ADL xxxxxx Tracts X, X & X

(Signature in black ink) _____
Applicant's Name or _____ Date
Authorized Official and Title

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this _____ day of _____,
20_____.

By Applicant's/Official's name to be handwritten in by Notary

Notary Public for Alaska
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.

Date (date) (Mechanically lettered name)
Registered Land Surveyor

(Surveyor's Seal with Original Signature)

TAX CERTIFICATE

This subdivision lies outside of any taxing authority, at the time of filing.

Or

(Appropriate Taxing Authority Certificate)

18) Any approval or any other certificates or notes that may be required by the local Platting Authority shall be drafted on the plat.

19) The following notes will be required on the plat:

a) **BEARINGS:**

a. If based on a known Bearing which shall be identified in bold lettering within the graphics:

All bearings shown are true bearings as oriented to the Basis of Bearings and distances shown are reduced to horizontal field distances.

OR

b. If based on GNSS:

Bearings are based on high precision Global Navigation Satellite System technology in the (*datum and Epoch*), using (*brand model*) receivers, differentially corrected and processed using (*name of software*), Version software. Local plane bearings are orientated to true geodetic North at (*monumented position on the survey*). Distances shown are reduced to horizontal field distances.

b) **COORDINATES** (Include the conversion method, if applicable):

a. If based on Record Coordinates:

The shown record coordinates are from _____, these coordinates were held as the Basis of Coordinates.

OR

b. If based on an OPUS Solution:

The NAD 83 (*year*) coordinates (*Lat/Long*) are based on an OPUS Solution (Epoch: *XXXX*) for the (*monumented position*) and used for verification only of the location. The coordinates were constrained to the National Spatial Reference System using the CORS reference stations: *Xxxxx-1 (PID #)*, *Xxxxx-2 (PID #)*, and *Xxxxx-3 (PID #)*.

c) The error of closure of this survey does not exceed 1:5000, and/or corner positions have a Relative Positional Accuracy at the 95 percent confidence level of 0.13 feet plus 100 ppm.

d) (If applicable) The natural meanders of the line of ordinary/mean high water (OHW/MHW) form the true bounds of (AS APPLICABLE) ASLS No. 20xx-xx/ ASCS No. 20xx-xx/ATS XXXX. The approximate line of OHW, as shown, is for area computations only, with the true corners being on the extension of the side lines and their intersection with the natural meanders.

e) (If applicable) A note shall be placed on the plat stating either:

Mean high tide was determined by time coordinated tidal observations on month day year as extrapolated from the NOAA Publication for the predictions of high and low waters for (year).

or

Mean high tide was determined from _____ tidal bench mark on month day year from data supplied by NOAA.

f) (If applicable) The tidal datum information shall be shown on the plat in a manner similar to the following:

Tidal Station Name	Lat/Long
MHHW	X.XX'
MHW	X.XX'
MLW	X.XX'
MLLW	X.XX'

- (21) Both record and found bearings and distances shall be shown on the plat. In the event there are two sets of record data that of the latest plat of record will be shown with the plat nomenclature indicated. If record lines are not retraced or resurveyed but are used to compute closure, record monumentation along these lines must also be indicated.
- (22) The exact marks on all primary monuments recovered and set must be shown on the plat with data pertaining to bearing trees and/or monument accessories established. (If applicable) a detail showing typical markings on secondary monuments recovered or set must be shown on the plat as well.
- (23) All easements and rights-of-way shall be shown graphically on the plat in lieu of a "note" whenever possible to do so. This requirement applies to all easements and rights-of-way including those to and along public water bodies and shore lands. In unsurveyed sections, protracted section lines and associated easements shall also be computed and shown, with property line intersection dimensions, on the survey plat.
- (24) The plat shall show the legal parcel identifiers for all lands surrounding the survey. Indicate all water body names adjacent to the survey.
- (25) A public access easement shall be provided contiguous with the bed of public water and 50 feet upland of the ordinary high water mark of all public or navigable water. The easement shall be depicted in the plat graphics with a dashed line and shall be labeled “50’ Public Access Easement reserved to the State per AS 38.05.127.”

PLAT REVIEW PROCESS

Upon completion of the field survey and prior to submittal of the plat to a borough or municipal platting authority (if applicable): the surveyor shall submit one full size pdf along with the other required documents, all in digital format, with the applicable plat review fee, to the Department of Natural Resources for review.

Legible, annotated copies of all field notes, a sketch showing traverse point relationships (if applicable), and photographs or legible rubbings of monuments recovered and established must accompany the digital format first plat submittal. For plats where the basis of coordinates is derived from GNSS observations and not from monuments of record the “NGS OPUS Solution Report” must accompany the plat submittal.

The Plat Submittal Requirements and Plat Checklist, which are available on the DNR Survey Section webpage at <https://dnr.alaska.gov/mlw/survey/> must accompany the preliminary submittal.

The digital portion of the submissions shall be uploaded to the State of Alaska ZendTo website <https://drop.state.ak.us/drop/> or may be e-mailed directly to Department of Natural Resources, Division of Mining Land and Water, Survey Section at landsurveys@alaska.gov. Please reference the survey (ASCS/ASLS/ATS/EPF No. XXXX-XX) in the subject line.

Please Note: The Survey Section will no longer accept external media for submissions (e.g. thumb drives, SD cards, DVD/CD).

The applicable platting fees can be submitted by check, money order, credit card, or ACH transfer.

If paying by:

- Phone, Mail, or in Person to the Department of Natural Resources Public Information Center
 - For hours, phone numbers, and addresses: <http://dnr.alaska.gov/commis/pic/>
 - If paying by credit card to the Public Information Center, Have the following information available:
 1. Survey Type and Number: ASCS/ASLS/ATS/EPF XXXXXXXXX or XXXX
 2. Payment Amount: See Below
 3. Receipt Type: 5F
 4. Please ask them to send a copy of the receipt to landsurveys@alaska.gov.
- Mail to the Survey Section
 - Dept. of Natural Resources
Div. of Mining, Land & Water
550 W 7th Ave Suite 650
Anchorage, AK 99501-3576

When paying by check or money order, make it payable to the State of Alaska and note the Survey Type and Number in the “memo” line along with the first plat submittal, and if necessary, the third and each additional submittal.

In accordance with 11 AAC 05.240(d)(1)(B), and Director’s Fee Order Number 3 dated June 12, 2018, plat review fees are **\$1,200** for the first parcel or tract, for up to **40** hours of staff time, and **\$160** for each additional parcel or tract, for up to **4** hours of staff time per additional parcel or tract, with the second review at no charge. For the third review and each additional review, fees are **\$400** each for the first parcel or tract per plat for up to **13** hours of staff time, and **\$160** for each additional parcel or tract, for up to **5.5** hours of staff time per parcel or tract per plat. In accordance with 11 AAC 05.240(d)(2), if the review cannot be completed within the allotted staff times, each additional hour in excess of the listed staff hours will be **\$75.00**.

Plat review fees are subject to change per applicable regulations.

FINAL MYLAR PLAT SUBMITTAL

If applicable a copy of the final platting board conditions of approval or meeting minutes, and filing fees, will be required with submittal of the final plat.

Along with the final plat mylar, a *dxf (drawing exchange format) or *dwg (AutoCAD drawing format) file shall be submitted. This item may be uploaded to the State of Alaska ZendTo website <https://drop.state.ak.us/drop/> or may be e-mailed directly to Department of Natural Resources,

Division of Mining Land and Water, Survey Section at landsurveys@alaska.gov. Please reference the survey (ASCS/ASLS/ATS/EPF No. XXXX-XX) in the subject line.

The only additional drawing requirement is that the drawing file have a special layer named "DNR". The following specifications apply only to the "DNR" layer; other layers need not be altered. The "DNR" layer must be in model space and not paper space when the submitted drawing is opened in AutoCAD. The "DNR" layer shall show the surveyed lines, interior lot/tract lines as well as the exterior boundary, the tie to the basis of bearing and the tie to the basis of coordinates. The basis of coordinates shall be labeled with its name/identifier, geographic coordinate values and datum. All parcels must close with lines having clean snapped intersections, with no overshoots or undershoots; snapped lines that close are preferred over polygons. On the "DNR" layer, do not include extraneous text (area, title block, bearings or distances, details, etc.) other than the labels for the basis of bearing and the basis of coordinates.

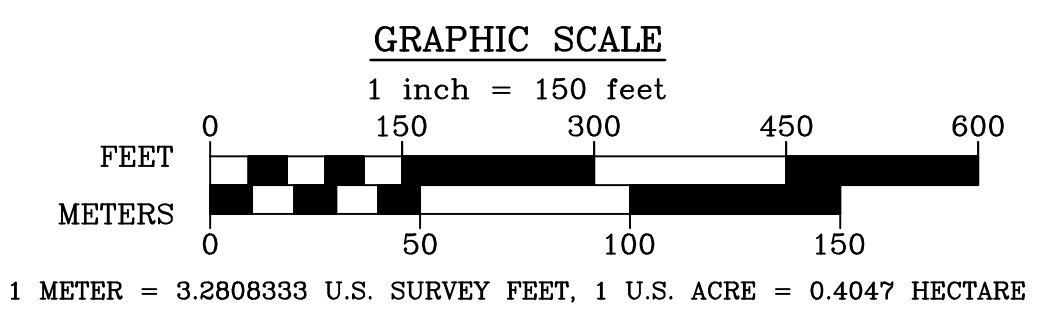
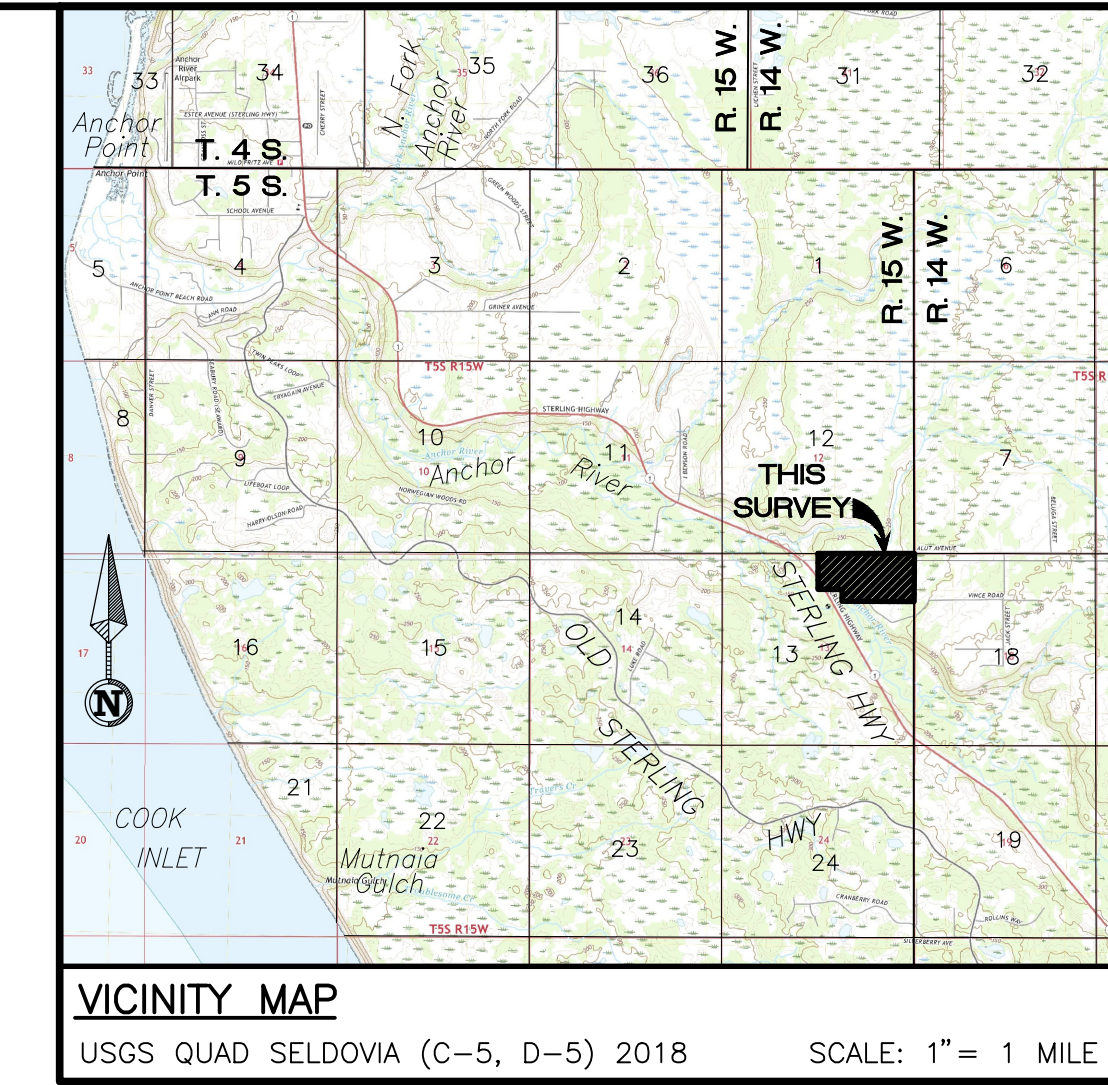
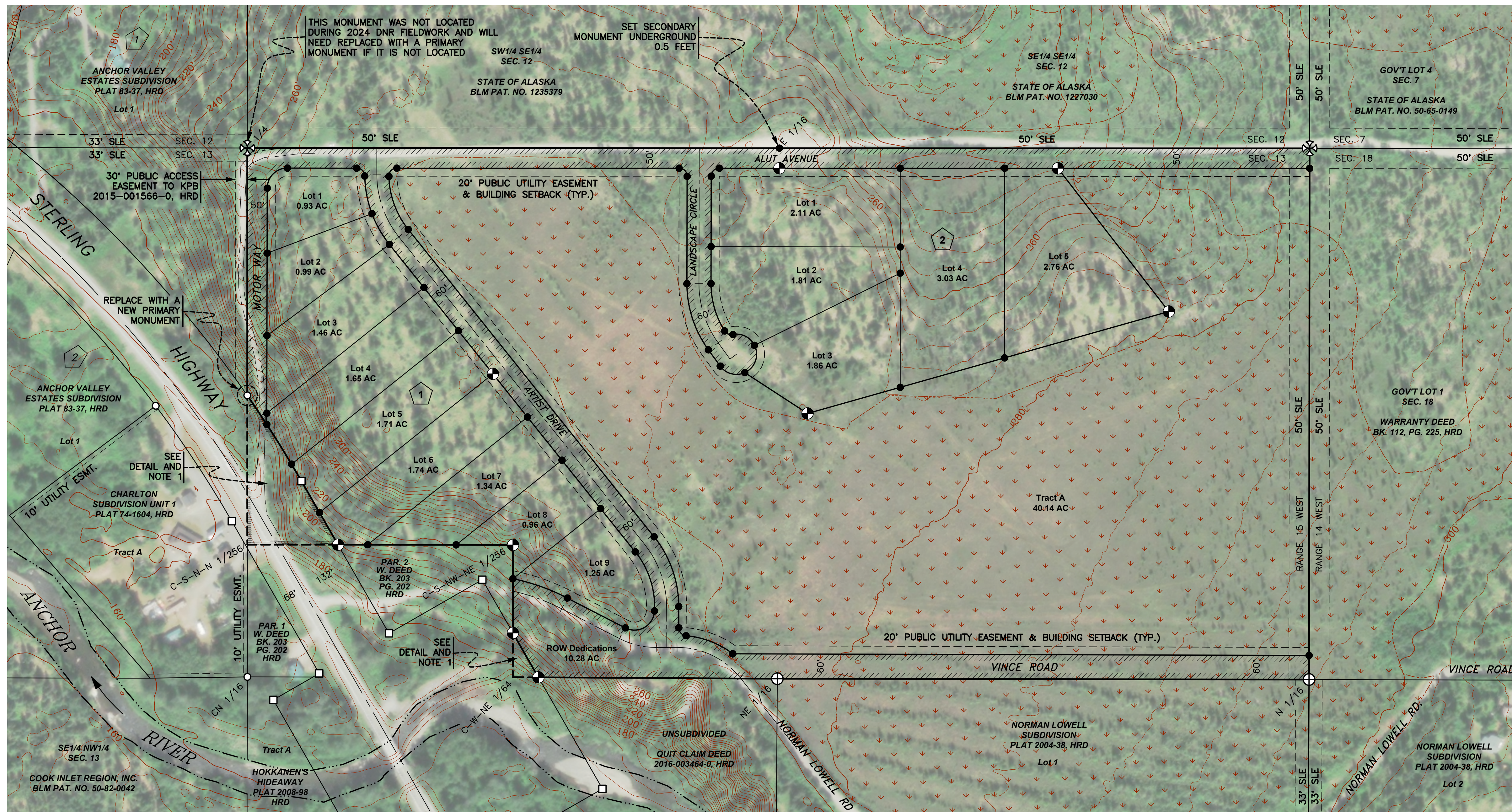
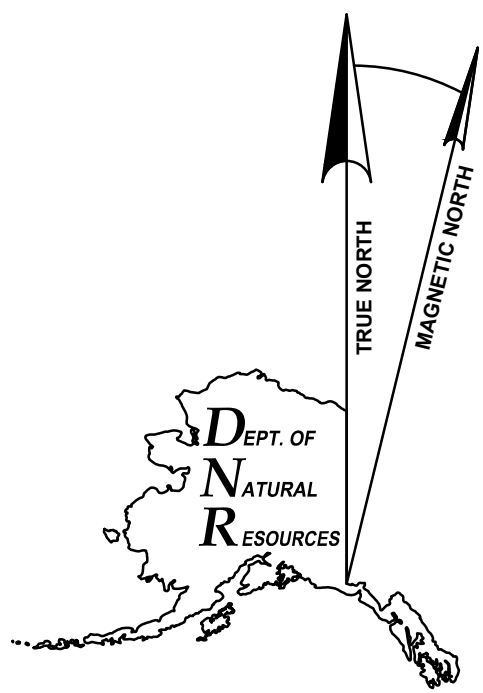
In accordance with 11 AAC 04.010(a)(14), the plat filing fee is \$20.00 for the first sheet and \$5.00 for each additional sheet.

Recording fees are subject to change per applicable regulations.

MODIFICATION OF INSTRUCTIONS

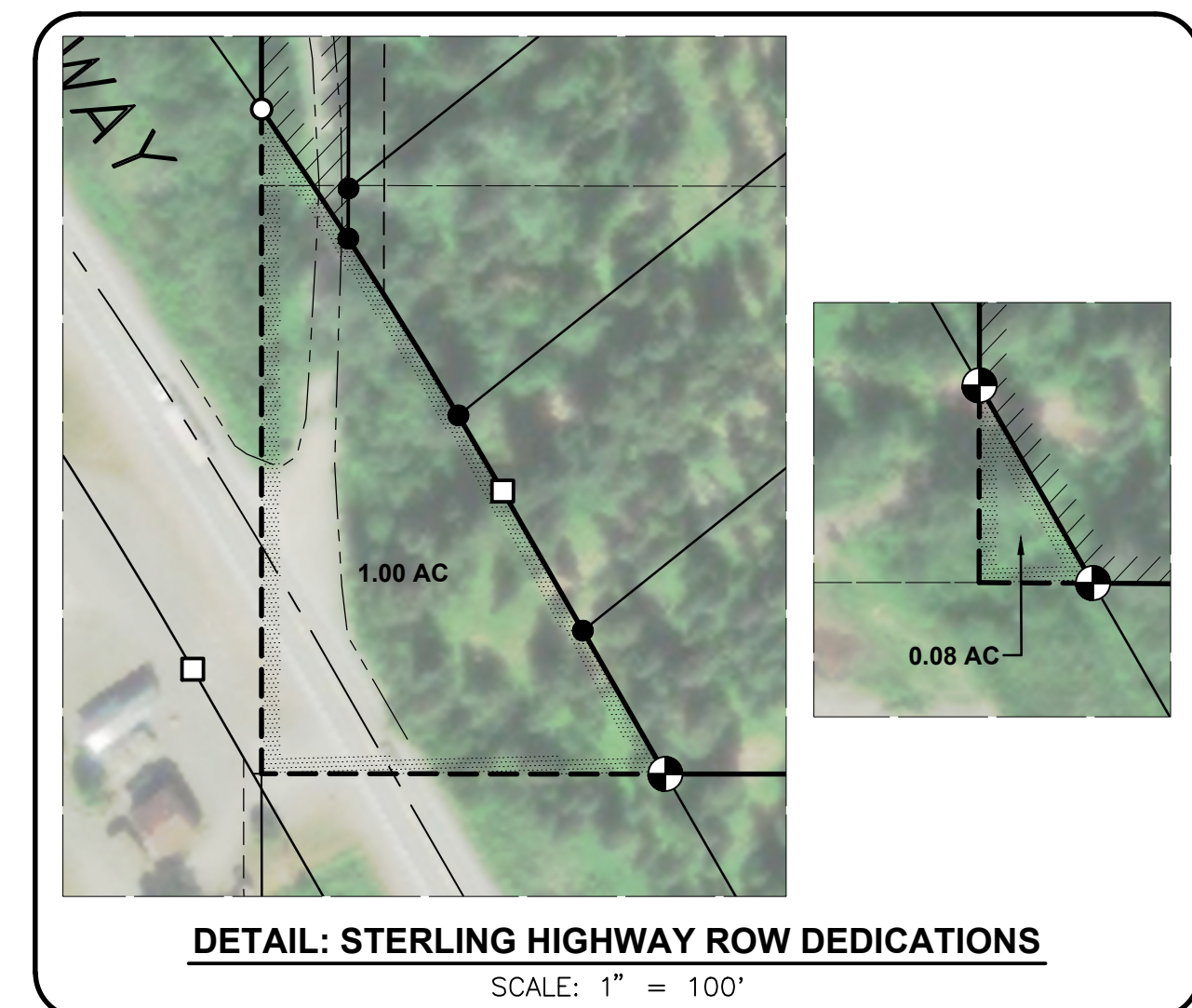
Should conditions arise appearing to require additional instructions or interpretation of the Special Survey Instructions or this Attachment, or which make the instructions inoperable, a report shall be submitted promptly to the issuing Unit Supervisor describing the situation and making recommendations for its resolution.

In the event that the survey is not completed, the Special Survey Instructions will become void at 5:00 p.m., AST, two years from the date of approval. Special Survey Instructions may only be extended once after their original issuance. A written request for an extension with justification and applicable fee is required.



LEGEND

	BLM/GLO MONUMENT OF RECORD		WETLAND AREAS
	PRIMARY MONUMENT TO BE SET THIS SURVEY		PUBLIC ROW TO BE DEDICATED TO DOT&PF
	PRIMARY MONUMENT OF RECORD		PUBLIC ROW TO BE DEDICATED THIS PLAT
	SECONDARY MONUMENT TO BE SET THIS SURVEY		
	SECONDARY MONUMENT OF RECORD		
	DOT/PF CONCRETE ROW MARKER OF RECORD		
	BLOCK NUMBER		
	EASEMENT LINE		
	SURVEYED LINE		
	MEAN HIGH WATER		



- NOTES**
- TWO TRIANGULAR AREAS UNDERLYING THE STERLING HIGHWAY RIGHT-OF-WAY WILL BE DEDICATED TO THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES FOR ROADWAY PURPOSES. THE REMAINING RIGHTS-OF-WAY WILL BE DEDICATED TO THE PUBLIC.
 - THERE IS A 20-FOOT WIDE PUBLIC UTILITY EASEMENT AND BUILDING SETBACK ALONG & ABUTTING ROAD RIGHTS-OF-WAY AS INDICATED ON THIS PLAN.
 - PUBLIC RIGHTS-OF-WAY TO BE DEDICATED THIS PLAT: ALUT AVENUE, MOTOR WAY (ADL 232162), ARTIST DRIVE, LANDSCAPE CIRCLE, VINCE ROAD, AND THOSE PORTIONS UNDERLYING THE STERLING HIGHWAY (SEE NOTE 1).
 - ALL PARCELS OF LAND OWNED BY THE STATE OF ALASKA, LOCATED WITHIN 50.00 FEET OF, OR BISECTED BY A SURVEYED OR PROTRACTED SECTION LINE, ARE SUBJECT TO A 50-FOOT (50') EASEMENT, ON EACH SIDE OF THE SECTION LINE, WHICH IS RESERVED TO THE STATE OF ALASKA FOR PUBLIC HIGHWAYS UNDER A.S. 19.10.010.
 - ADDITIONAL RESERVATIONS AND/OR RESTRICTIONS MAY BE REQUIRED THROUGH THE KENAI PENINSULA BOROUGH (KPB).
 - PRIOR TO CONSTRUCTION OF ANY STRUCTURE, DRIVEWAY, OR WASTE DISPOSAL SYSTEM, PURCHASERS SHOULD CONTACT KPB FOR ANY PERMITS OR FOR REQUIRED SETBACKS FROM WATER BODIES, STEEP SLOPES, LOT LINES, AND EASEMENTS.
 - EMERGENCY SERVICES MAY BE LIMITED WITHIN THE SUBDIVISION UNTIL ROADS ARE UPGRADED TO KPB STANDARDS.
 - ADDITIONAL NOTES WILL BE NEEDED ON PLAT AS REQUIRED BY KPB, INCLUDING KPB WASTEWATER NOTE, KPB SETBACK NOTE, ARMY CORPS WETLANDS NOTE, AND OTHERS.
 - SUBDIVISION IS PROPOSED TO BE RE-ZONED INTO THE R-1 LOCAL OPTION ZONE.

PLAN OF SURVEY ATTACHMENT C

DATES OF SURVEY:	SURVEYOR:
BEGINNING: TBD 2026	DNR, DMLW, SURVEY SECTION 550 W. 7TH AVE., SUITE 650 ANCHORAGE, AK 99501-3576
ENDING: TBD 2026	PHONE: 907-269-8523

STATE OF ALASKA
DEPARTMENT OF MINING, LAND & WATER
ANCHORAGE, ALASKA

ALASKA STATE LAND SURVEY NO. 2026-14

PLAN OF SURVEY ANCHOR POINT HEIGHTS SUBDIVISION

A SUBDIVISION OF
THE NE1/4 NE1/4, E1/2 NW1/4 NE1/4, NW1/4 NW1/4 NE1/4, & N1/2 SW1/4 NW1/4 NE1/4 OF SURVEYED SECTION 13, TOWNSHIP 5 SOUTH, RANGE 15 WEST SEWARD MERIDIAN, ALASKA

CREATING
LOTS 1-9, BLOCK 1,
LOTS 1-5, BLOCK 2, AND TRACT A
CONTAINING 75.0 ACRES MORE OR LESS

HOMER RECORDING DISTRICT

DRAWN BY: LLL	APPROVAL RECOMMENDED
DATE: 05/27/2026	STATEWIDE PLATTING SUPERVISOR DATE

SCALE: 1"=150'	CHECKED: JMD	SHEET: 1 OF 1	FILE NO.: ASLS 20260014
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THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF MINING, LAND & WATER
Survey Section

550 West 7th Avenue, Suite 650
Anchorage, Alaska 99501-3576
Main: 907.269.8523
TTY: 711 or 800-770-8973
Fax: 907.269.8916

Plat Checklist

Complete and submit with plat for review.

- 1) The final plat submittal is of archive quality bi-axially oriented polyester film that does not exceed 32 x 36 inches. Margins shall be 1½ inch on the left and ½ inch on the top, right and bottom.
- 2) Use the standard DNR legend and border configuration, an example of which is available on the DNR Survey Section webpage at <https://dnr.alaska.gov/mlw/survey/downloads/>.
- 3) All sheets have the official division title block per the Special Survey Instructions.
- 4) It is the responsibility of the surveyor to comply with 12 AAC 36.185. Use of Seals. All sheets must include:
 - a) surveyors seal and date each time the registrant signs and seals a document by electronically or manually inserting the date within the seal or within two inches of the seal
 - b) business name, physical address, and telephone number
 - c) project name or identification
 - d) project address or location
 - e) certificate of authorization number issued to the corporation, limited liability company, or limited liability partnership to practice architecture, engineering, land surveying, or landscape architecture, if applicable.
- 5) The plat is prepared in black ink (no gray scale) and with mechanical lettering equipment.
- 6) All line work and lettering is professional quality and all line widths and lettering sizes are of such size that information is clearly shown without overlap or confusion. All lettering is a minimum size 80 Leroy®, or equivalent, with No. 100 recommended. Size 80 lettering is uppercase.
- 7) When more than one sheet is used, an index sheet shows the entire parcel. Each sheet shows the sheet number and total number. The last sheet has the approval certificates. All sheets are the same size.

- 8) The plat must be in an appropriate engineering scale, preferably of one inch representing a multiple of 100 feet. If larger than 100 scale is a multiple of 10.
- 9) Details are shown at an appropriate indicated scale.
- 10) Vicinity map is in the upper right hand corner of the first sheet and is at least four inches on each side at a scale of 1:63,360. Sections, townships and ranges, boundaries such as national forest or municipal boundaries, and other prominent physical or natural features such as roads, lakes, or rivers are shown. The source and date/revision date of the base map is indicated.
- 11) Nomenclature of the survey is in the title block.
- 12) The Basis of Bearings and Basis of Coordinates are shown. Bearings are true bearings, and distances are in US Survey Feet reduced to horizontal. The Basis of Bearing and Basis of Coordinates are shown on the plat in **bold lettering**. The Datum is noted, including the conversion method.
- a) **Basis of Bearing:** is between two recovered monuments for which there is a record bearing; preferably the longest line of record. Or alternately the Basis of Bearing was determined via OPUS solutions on two or more monumented points.
- b) **Basis of Coordinates:** Is on a primary monument with record coordinates or coordinates computed from record tie information to a rectangular monument in the PLSS. Or alternately geographic coordinates were determined via OPUS solution. Observations are on a primary monument, set or recovered, which is shown on the plat with ties to the survey. Documentation accompanying the first plat submittal includes recordable copies of the “NGS OPUS Solution Report,” and a completed “GPS Station Observation Log.” The NGS Opus Solution Report shows sufficient GPS data for minimum of an OPUS-RS solution.
- 13) Bearings are shown to the nearest second and distances to one hundredth of a foot. Boundary line distances are shown from monument to monument. Witness distances are shown.
- 14) As depicted on the sample plat, the following are shown positioned directly above the title block:
- a) A foot scale identical to the drawing scale,
- b) a metric bar scale,
- c) Two equations: 1 meter = 3.280833 U.S. survey feet, and 1 U.S. acre = 0.4047 hectare.
- 15) The date of plat preparation and date of north arrow declination are shown.
- 16) Certificates are shown as follows, with the headings capitalized and underlined:

- a) CERTIFICATE OF OWNERSHIP AND/OR DEDICATION with NOTARY'S ACKNOWLEDGEMENT
- b) APPLICANT CERTIFICATE with NOTARY'S ACKNOWLEDGEMENT
- c) SURVEYOR'S CERTIFICATE
- d) PLAT APPROVAL (Appropriate Platting Authority Certificate)
- e) ACCEPTANCE OF DEDICATION (as appropriate in Unorganized Borough)
- f) TAX CERTIFICATE (Appropriate Taxing Authority Certificate or "This subdivision lies outside of any taxing authority, at the time of filing.")
- 17) All notes are shown as required by the General Survey Instructions.
- 18) All notes are shown as required by the Special Survey Instructions.
- 19) Both record and found bearings and distances are shown on the plat.
- a) In the event there are two sets of record data that of the latest plat of record is shown with the plat nomenclature indicated.
- b) In the event that it was not required to tie a line of record, and the record data was used to compute closure, record monumentation along these lines is indicated.
- 20) All easements and rights-of-way are shown on the plat in lieu of a "note" whenever possible. In unsurveyed sections, protracted section lines and easements are computed and shown, with propertyline intersection dimensions, on the plat. Easements are identified by legal creating source, i.e. statute, regulation, plat or ADL No.
- 21) The names of adjacent owners or claimants, or an indication that the land is not owned or claimed, adjacent U.S. surveys, private surveys or subdivisions, and Alaska state land surveys are shown.
- 22) A public access easement is shown contiguous with the bed of public water and 50 feet upland of the ordinary high water mark of all public or navigable water. The easement is depicted on the plat with a dashed line and is labeled "*50' Public Access Easement reserved to the State per AS 38.05.127.*"
- 23) The current Division of Mining, Land and Water title block is in the lower right-hand corner of each sheet of the plat, and labeled per the special survey instructions. Name, Address and Phone number of the surveyor are in the upper right-hand corner of the title block.
- 24) The correct sections and townships shown based on the surveyor's field location of parcel boundaries with respect to protracted or surveyed sections and townships.

ATTACHMENT D
Anchor Point Heights Subdivision
ASLS No. 2026-14

25) The exact marks on all monuments recovered and set are shown on the plat with data pertaining to bearing trees and/or monument accessories established. **Recommended format:**

MONUMENT ACCESSORY TABLE				
MONUMENT MARKINGS	DESCRIPTION	BEARING OBJECT	BEARING	DISTANCE
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;">A</div> <div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; display: flex; align-items: center; justify-content: center;"> Mark ings </div> </div>	SET 3.5" AL CAP ON 2.5" x 30" AL POST W/ MAGNET FIXED TO CAP . 3' ABOVE GRADE WITH CARSONITE POST 1' NORTH	8" SPRUCE	N23°E	34.2'
		12 " BIRCH	S36°E	20.6'
		4" BLACK SPRUCE	S67°W	17.7'



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF MINING, LAND & WATER
Survey Section

550 West 7th Avenue, Suite 650
Anchorage, Alaska 99501-3576
Main: 907.269.8523
TTY: 711 or 800-770-8973
Fax: 907.269.8916

Plat Submittal Requirements

All items to be submitted in PDF format except as otherwise noted.

- 1. This checklist with all items checked. Incomplete submittals will be returned.
- 2. Plat Review Fees per Director’s Fee Order Number 3 dated June 12, 2018.
- 3. Cover letter listing the submitted documentation. i.e. – review fees, cd w/digital data.
- 4. Plat converted from AutoCAD to PDF at full scale in Digital Format.
- 5. **One** full scale blackline copy of plat marked PRELIMINARY SUBMITTAL.
- 6. If applicable, OPUS Solution Report.
- 7. Field Data – (PDF format preferred).
 - i. Copy of field Notes
 - ii. Traverse Point Plot or field Note sketch and Point List- PNEZD (Number, Northing, Easting, Elevation, Description) Digital Format- CSV
 - iii. Computations and adjustments
 - 1. Traverse closure and adjustments
 - 2. Geodetic tie and computations, NADCON conversions
 - 3. Lot summary – Raw and Adjusted.
 - iv. Description of Recovered Monumentation – (condition and accessories)
 - 1. Previously existing monuments and accessories found in a disturbed condition must be returned to the original position and condition as nearly as possible or replaced so as to perpetuate the position
 - 2. Method used to refurbish or re-establish to perpetuate the original condition.
 - v. All GNSS data; including raw data files, adjustment files, and final coordinate file shall be submitted in digital format only.
- 8. Digital photographs showing 1) legible cap marking, 2) general conditions at the monument, 3) all accessories from the monument and a close-up of all bearing tree tags or scribes
 - i. Set Monument and accessory monument Photos
 - ii. Recovered Monument Photos or Rubbings.
- 9. Completed Plat Checklist.

PARCEL DESCRIPTION CHECKLIST

ASLS No.: _____

Lot / Tract No. _____; Block No. _____

TOPOGRAPHY/USABLE LAND

Approximate % of land area that has slopes of 25% or more:

Percentage of area that had been determined wetland:

ACCESS

Fronts dedicated right-of-way Yes No

Approximate distance from established trail _____

Approximate distance from fly-in access _____

Approximate distance from water access _____

Describe method(s) of access (summer and/or winter), point(s) of access, and any unusual limitations affecting water, fly-in, or overland access (such as exposed moorage, swift current, type of water craft, type of aircraft, type of overland vehicle, marshy shore, wetlands, steep terrain, high bluffs, ravines, heavy vegetation, etc.)

AMENITIES (OTHER THAN ACCESS POINTS)

Fronts or is close to freshwater creek (distance _____)

Fronts or is close to pond, lake or beach (distance _____)

Excellent view or potential view (describe briefly)

Provide a representative photograph for each applicable item: back lot line, water frontage, access, view or other amenities.

Project: ASLS No. 2026-14
RFP No.: 2027-1000-0017

Firm: _____
Evaluator Number: _____
Evaluation Date: _____

PROPOSAL EVALUATION SCORE SHEET

UNDERSTANDING THE PROJECT

25% - AVAILABLE POINTS - 250

30 pts 1. Did the offeror follow the instructions in the IRFP concerning the introduction cover letter? Does the cover letter state whether or not subcontractors or a joint venture will be used, and if so, fully identify them; clearly acknowledge that the project completion date is a fixed date; and include a clear commitment that the offeror will be available for negotiations? (Note: If the cover letter does not contain a statement as to whether or not the offeror has a possible conflict of interest; is not signed by an authorized company official; does not contain the offeror’s contact information; does not identify whether or not the firm qualifies for the Alaska Bidder/Alaska Offeror Preference; or does not confirm that the offeror will comply with all provisions in the RFP; the proposal may be determined non-responsive and be rejected.) _____
Score

35 pts 2. Is the proposal well organized and clearly understandable? _____
Score

25 pts 3. Does the proposal clearly identify: the contact person, the project manager, the field supervisor, party chiefs, and the platting supervisor? _____
Score

65 pts 4. Has the offeror demonstrated a clear understanding of the project goals, final product, deliverables, and does the proposal specifically address this project? _____
Score

25 pts 5. Does the proposal adequately address (if applicable): platting requirements (DNR & Borough), required attendance at borough meetings, number of plat sheets, proposed plat scale, and the submittal items required for DNR review? _____
Score

25 pts 6. Has the proposal addressed logistics (where relevant items to consider may include: mobilization, demobilization, lodging, transportation, communications, and field office setup)? _____
Score

45 pts 7. Did the offeror identify pertinent issues, potential problems and proposed solutions? _____
Score

250 Total Points Sub Total _____

Scoring Summary of the Understanding: (Briefly describe the strong/weak points of the proposal):

Project: ASLS No. 2026-14
RFP No.: 2027-1000-0017

Firm: _____
Evaluator Number: _____
Evaluation Date: _____

METHODOLOGY and PROPOSED WORK PLAN

40% - AVAILABLE POINTS - 400

- 65 pts 1. Is the proposed methodology and work plan discussion complete, practical and feasible? Score _____
- 65 pts 2. Did the offeror specifically address the methodology for this project, including field and office procedures? Score _____
- 50 pts 3. Did the offeror address all Tasks and Sub-Tasks as listed in the Deliverables Section? Score _____
- 15 pts 4. Is the proposed project schedule complete and realistic? Score _____
- 25 pts 5. Does the proposal’s work plan clearly identify *estimated hours* of staff time expected for the fieldwork, and is the proposed time commensurate with the scope of work and complexity of the project? Score _____
- 25 pts 6. Does the proposal’s work plan clearly identify *estimated hours* of staff time expected for computations and platting, and are the proposed times commensurate with the scope of work and complexity of the project? Score _____
- 20 pts 7. Does the proposal’s work plan clearly identify *estimated hours* of staff time expected for project management, and is the proposed time commensurate with the scope of work and complexity of the project? Score _____
- 20 pts 8. Does the proposal provide for adequate support in terms of personnel and time? Score _____
- 10 pts 9. Does the proposal address field safety procedures? Score _____
- 25 pts 10. Does the offeror’s proposal clearly identify whether or not the firm proposes to complete all portions of the work without subcontractors? If the offeror proposes to subcontract, has the offeror complied with the requirements of the Subcontractors section of the IRFP? Are the subcontractor and the amount and type of work being subcontracted adequately identified? (Air charter is not a subcontractor.) Score _____
- 40 pts 11. Does the proposal address how quality control and quality assurance will be maintained for the fieldwork? Score _____
- 40 pts 12. Does the proposal address how quality control and quality assurance will be maintained for the platting? Score _____

400 Total Points

Sub Total _____

ATTACHMENT G
Anchor Point Heights Subdivision
ASLS No. 2026-14

Project: ASLS No. 2026-14
RFP No.: 2027-1000-0017

Firm: _____
Evaluator Number: _____
Evaluation Date: _____

EXPERIENCE AND QUALIFICATIONS

25% - AVAILABLE POINTS - 250

- 40 pts

1. Does the proposal demonstrate that the proposer has the experience necessary to successfully manage this project (the proposer’s qualifications and experience items to consider may include: relevance to this project, previous experience with DNR, previous experience with the platting authority, how specific is the experience to this type of project, etc.)?

Score
- 20 pts

2. Do the provided examples document the expertise and experience needed to complete this project?

Score
- 40 pts

3. Are individuals with appropriate experience performing the identified tasks?

Score
- 10 pts

4. Was a work history submitted for each of the key personnel on the project team, including subcontractors? (For the definition of key personnel, see question No. 3 on page 1 of this score sheet.)

Score
- 100 pts

5. How well has the offeror performed on past projects?
(70 is average, used for proposers with no past DNR experience)

Score
- 40 pts

6. Proximity of the firm’s office to the project site?

Score

250 Total Points Sub Total _____

Scoring Summary of the Qualifications: (Briefly describe the strong/weak points of the proposal)

ALASKA OFFEROR PREFERENCE

10% - AVAILABLE POINTS - 100

100 pts Does the offeror meet the requirements for an Alaska Offeror? _____
Score

1000 Total Points Proposal Total _____

Scoring Summary of the Proposal: (Briefly describe the strong/weak points of the proposal)

(Please note that spacing for evaluator notes has been removed.)

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>Article 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove, or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Manager			
Typed or Printed Name of Project Manager			
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions:

- 1.1 In this contract and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports:

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes:

- 3.1 If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity:

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy, or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to ensure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination:

The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Manager and the Agency Head.

Article 7. No Additional Work or Material:

No claim for additional services, not specifically provided in this contract, performed, or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Manager and approved by the Agency Head.

Article 8. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents:

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection:

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit:

The Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees:

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 15. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits	
	Under \$100,000	\$300,000 per Claim / Annual Aggregate
	\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
	\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
	\$1,000,000 or over	Refer to Risk Management