

**SECTION I
STATEMENT OF WORK**

A) PURPOSE AND BACKGROUND STATEMENT

The Lake County Land Bank Authority is the owner of the following property:

- 6813 S. Esther Avenue, Pleasant Plains Township PP#14-652-019-01
- 90 E. Parkdale Drive, Yates Township PP#15-635-045-01

The Lake County and has entered into a Memorandum of understanding with Yates Township regarding Site Control for the abatement and demolition of:

- 13070 Lake Drive, Yates Township PP#15-176-020-00

The properties are residential properties in poor condition that are to be abated, as required, and the structures on the properties are to be demolished:

Legal Description of each property:

- 6813 S. Esther Avenue, Pleasant Plains Township
PP#14-652-019-01
LOT 19 BLK 2
THOMPSON'S TERRACE #2.
- 90 E. Parkdale Drive, Yates Township
PP#15-635-045-01
LOT 45 TO 48 INC BLK 155
IDLEWILD TERRACE #6
- 13070 Lake Drive, Yates Township
PP#15-176-020-00
LOTS 20, 21, 35 & 36 BLK 76 IDLEWILD.

B) SCOPE OF WORK

This RFP is open to all qualified abatement and/or demolition contractors who are capable and qualified to meet the objectives and requirements described in this document. Qualified DBE/MDE/WBE organizations are encouraged to respond. Respondent must supply documentation supporting their qualifications for evaluation.

Abatement and Demolition of Structure: The Scope of Work (“Work”) for this RFP may include, but is not necessarily limited to:

- a. Security: Provide site security for duration of project after notice to proceed is received.

- b. Mobilization: Includes all labor, equipment, materials, and incidentals to mobilize to the project site to perform the work. It includes all supervision of successful Respondent's personnel, and office support. It includes project meetings, surveying, site security, temporary controls and utilities, pre-work submittals, preparation of all submittals including, the successful Respondent's Site-Specific Work Plan and Health and Safety Plan (HASP), personal protective equipment, permits, disposal approvals, erosion controls, barricades, traffic control, trash disposal, cleaning, and demobilization.
- c. Utilities: The successful Respondent will be responsible for confirming the status of all utilities and to have all utilities cut and removed from the site as required by regulation, local ordinance or, at a minimum, generally accepted methods. This may include well capping and proper closure of any on-site sewer systems or drainage systems as found by successful Respondent.
- d. Asbestos Containing Materials: Includes all labor, equipment, materials, incidentals, transportation, and disposal fees for the pre-demolition abatement of asbestos containing materials. Successful Respondent is to submit Notification of Intent to Renovate/Demolish to EGLE and the MIOSHA Asbestos Program at the Michigan Department of Licensing and Regulatory Affairs ("LARA"), provide the LCLBA with copy of notification and any subsequent revisions to notification.
- The Pre-demolition survey reports from Hamp, Mathews & Associates, Inc., Attachment C, identified all materials found on site. All must be addressed as part of abatement.
- e. Universal Waste: Include all labor, equipment, materials, and incidentals, transportation and disposal fees needed to manage Universal Waste and its disposal prior to demolition. Universal wastes include, but are not limited to, bulbs; ballasts; batteries; mercury containing/equipment; and electronic equipment.
- The Pre-demolition survey reports from Hamp, Mathews & Associates, Inc., Attachment C, identified all materials found on site. All must be addressed as part of abatement.
- f. Clearances: Coordinate visual and/or air clearance examinations through the LCLBA and their environmental consultant. Any costs for failed examinations shall be deducted from the final payment to the successful Respondent's final invoice.
- g. Demolition: Includes all labor, equipment, materials, fees, permits and incidentals needed: to demolish building, flatwork, and below grade structures associated with the building (including basement, foundations, footings, sumps, pits, vaults etc.); transportation and disposal of all demolition debris; removal of all concrete and asphalt drives and parking areas on site; and utility disconnects, removal, abandonment, or protection of buried underground utilities (including public underground sprinkling systems) as specified. Use of explosives is strictly prohibited. Do not burn demolished materials. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain property of LCLBA, demolished materials shall become the successful Respondent's property and shall be removed, recycled, or disposed from Project site in an

appropriate and legal manner. Successful Respondent will be required to provide water, application equipment and personnel for dust suppression during demolition activities.

The retaining wall at the 13070 Lake Drive Site will be demolished and will not be rebuilt. The site will be graded appropriately.

- h. Site Restoration: Site restoration shall include general backfilling, leveling and compaction and the installation of topsoil, grass seed and straw. Procedures, methods, materials, and other information regarding excavation and backfill shall be included in the Project Work Plan developed by the successful Respondent.

The following information regarding excavation and backfilling shall be included in the Project Work Plan, at a minimum:

- (1.) Project Schedule;
 - (2.) List of Subcontractors;
 - (3.) Description of the methods and equipment to be used for each related operation (i.e., excavation, transportation, sampling, etc.);
 - (4.) Transportation company;
 - (5.) Method to protect any storm sewers and conveyances during soil excavation in close proximity of the site; and
 - (6.) Description of the means, methods, and procedures for site restoration.
- i. Backfill material: The successful Respondent(s) shall submit data on proposed backfill materials (sand and gravel) to the LCLBA for approval. This data shall include the source of backfill material; grain size analysis, including MDOT classification; and analytical results (including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and Michigan metals) verifying that backfill material is uncontaminated. Testing shall be the responsibility of the successful Respondent and shall be performed at no additional cost to the LCLBA.
- Satisfactory materials shall be MDOT Class II sand or MDOT Class III granular fill and shall be free of trash, debris, roots, and other organic matter. Native fill can be reused in the excavation from which it came, if determined by LCLBA or its designee to be suitable. Any sampling, sample delivery, and laboratory analysis deemed necessary for reuse of native fill shall be the responsibility of the successful Respondent and is incidental to the project.
 - Unsuitable materials
 - I. Contaminated soil includes, but is not limited to, soils that are visually or olfactory impacted. Any VOCs, SVOCs, PCBs, or other contaminants are detected in backfill material from an offsite location and/or if the LCLBA or its designee detects any contamination through visual or olfactory senses, then this will constitute classification as "contaminated soil."

II. Unsuitable materials include the following materials:

- (1.) Soils that, when classified under ASTM D 2487 - Classification of Soils for Engineering Purposes, fall in the classification of Pt, OH, CH, MH, or OL;
- (2.) Soils that cannot be compacted sufficiently to achieve the density specified for the intended use;
- (3.) Soil with more than 10% organics;
- (4.) Soils that contain greater concentrations of chloride or sulfate ions or have a soil resistivity or pH less than the existing onsite soils;
- (5.) Topsoil;
- (6.) Slag;
- (7.) Crushed concrete;
- (8.) Rock;
- (9.) Fill with brick, block or concrete; and/or
- (10.) Fill with rocks larger than 4" diameter.

- Analytical Reports: The successful Respondent shall submit to the LCLBA all analytical results of the backfill, waste characterization, and any other samples collected/required for the work.
- j. Surface Grade: After demolition activities have been completed, all disturbed surfaces shall be graded, prior to surface restoration, so as to leave no ruts, pits, piles, or ridges. If is required, the successful Respondent shall be responsible for settlement of fill over any fill areas and shall be required to repair any voids or holes that appear for a period of one year after final acceptance of work by the LCLBA, at the successful Respondent's own expense. The finished grade shall be flush (+ or -3") with existing sidewalks which will remain immediately adjacent to the affected area is to be considered grade.

The successful Respondent shall place 4-inches of topsoil throughout, Kentucky Bluegrass seed fertilize, and mulch. The topsoils shall be free of stones, stumps, lumps and similar objects larger than 2-inches in diameter and shall be raked out. The successful Respondent shall apply starter type fertilizer at the rate recommended by the manufacturer. The successful Respondent shall be required to place topsoil and seed, and provide any maintenance for a complete establishment of grass cover within one year of final acceptance, at successful Respondent's own expense.

- k. Finish Grade: Finish grade shall match the pre-work grade at undisturbed areas and the perimeter of the site. The finish grade shall be approximately 2-inches below the pre-work grade at the center of the property with a gentle upward slope towards the perimeter of the property where the finish grade matches the preexisting grade. Grading shall be conducted as directed by the LCLBA or its designee. All impacted area by site activities, including pavements, roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition. The finished grade shall be flush (+ or -3") with existing sidewalks which will remain immediately adjacent to the affected area is to be considered grade.

- The successful Respondent shall place 4-inches of topsoil throughout. The topsoil shall be free of stones, stumps, lumps and similar objects larger than 2-inches in diameter, and shall be raked out.
 - The successful Respondent shall leave in place soil erosion fencing upon completion in order to control spring runoff.
1. Roadway and Parking Areas: The successful Respondent is required to repair, in-kind or better, any areas of the successful Respondent's access point, such as public roads, sidewalk or curbs, disturbed as a result of the successful Respondent's work or access.
 - m. Demobilization: Includes all labor, equipment, materials, and incidentals to complete balance of the Work under the bidding documents including but not limited to: site demobilization including removing personnel, equipment, supplies, rubbish and incidentals from the project site.

C) DELIVERABLES

The successful Respondent must submit the following documentation to the LCLBA following the noted milestones. Prior to processing of final payment, all documents must be delivered to the LCLBA.

1. **Prior to work beginning**: Project schedule; pre-work photos of site; project work plan; Health and Safety Plan; spill contingency plan; proposed disposal facilities and proposed disposal facility licenses.
2. **Prior to Abatement**: Copies of all Abatement notifications to the State of Michigan.
3. **After Abatement**: Copies of site/project manager's verification of the quantity and description of removed materials; Copies of all asbestos and hazardous materials waste manifests; passed visual and/or air clearance examination (to be conducted by LCLBA's environmental consultant).
4. **Prior To Demolition**: Copies of all Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) notifications; permit applications and permits; dust control and air monitoring plan; soil erosion and sedimentation control plan; utility disconnects applications and verifications; and Abandoned Well Plugging Record.
5. **After Demolition**: Copies of all asbestos, hazardous materials and demolition waste manifests; copies of daily site activity reports; photos of finished site; and backfill analytical report.

D) QUALIFICATIONS

The Respondent shall demonstrate by submitting documentation with their response to this RFP that they meet the following qualification criteria:

1. Hold a valid State of Michigan Residential Builder or Maintenance Contractor license.
2. Meet the insurance requirements listed in Section II, A. 10. Insurance.
3. Provide a list of similar projects that demonstrates a minimum of three (3) years experience with demolitions similar to this project.
4. Provide three (3) references, include organization, contact person, and their phone number.
5. Be qualified, licensed and/or certified to handle noted wastes, asbestos and work in contact with potentially contaminated soils.
6. Able to certify all criteria listed on the Cover Sheet, Attachment A.
7. The LCLBA Staff will review all public sites including, but not limited to, those listing debarred contractors for use of federal or state funds, licensing sites, OSHA violation sites and environmental violation sites, to verify qualifications applicable to this site and/or funding source.

E) PRE-BID MEETING

A pre-bid meeting will not be held. Respondents can visit the sites and view the properties at their convenience. Please notify LCLBA of the date(s) that you will be on-site.

F) RESPONDENTS RESPONSIBILITIES

It is the responsibility of each Respondent, before submitting a bid, to:

1. Examine the RFP and associated documents thoroughly;
2. Visit the site and, if necessary, record conditions at the site (through logs/notes, photographs, video or any other means);
3. Study and correlate the Respondent's observations with the RFP documents;
4. Submit written questions or inquiries about the RFP documents or the Work; and
5. Account for all general, local and prevailing conditions at or near the site that may in any manner affect the cost, schedule, progress, performance or furnishing of the work.

G) SITE INFORMATION

The LCLBA has conducted, and is providing in Attachment C, a Pre-Demolition Asbestos and Hazardous Material Survey on the subject properties.

1. To the extent that any Respondent considers that additional information is necessary for determining its bid, it is the responsibility of that Respondent to request from the LCLBA the necessary additional information. In the event the LCLBA does not have the requested additional information, it shall be the responsibility of the Respondent, at the Respondent's sole cost, to undertake reasonable examinations of the site and any other pertinent available information and data that the Respondent considers necessary for determining its bid.
2. The Respondent awarded the contract shall be responsible for obtaining any lands, areas, properties, facilities, rights-of-way and easements, in addition to those furnished by the LCLBA, that the Respondent considers necessary for temporary facilities, storage, disposal of spoil or waste material or any other similar purpose. The LCLBA does not assume any responsibility for site conditions at any lands, areas, properties, facilities, rights-of-way and easements obtained by any Respondent.

H) PERFORMANCE CONDITIONS AND REQUIREMENTS

1. The Respondent awarded the contract shall comply with all Executive Orders and applicable laws, including, but not limited to, laws affecting cost, schedule, progress, performance or furnishing of the Work. Examples of those laws include, but are not limited to, those relating to nondiscrimination in employment, protection of public and employee health and safety, environmental protection, building codes, fire protection, grading and drainage, use of explosives, vehicular traffic, restoration of lands and property under the control of the State or a political subdivision, taxes, permits and licensing. By way of example, but not exhaustive, all work must comply with the following regulatory requirements:

A. Federal Laws and Regulations

- i. 40 CFR Parts 239 through 282 - Resource Conservation and Recovery Act (RCRA), as amended
- ii. Public Law 91-596 - Occupational Safety and Health Act (OSHA) of 1970, as amended

- iii. 29 CFR Part 1910.120 - Hazardous Waste Operations and Emergency Response (HAZWOPER), as amended
- iv. 29 CFR Part 1926 - Safety and Health Regulations for Construction, as amended
- v. 40 CFR Part 260 - Construction Hazardous Waste Management Systems
- vi. 40 CFR Part 261 - General Identification and Listing of Hazardous Wastes
- vii. 40 CFR Part 262 - Standards Applicable to Generators of Hazardous Wastes
- viii. 40 CFR Part 263 - Standards Applicable to Transporters of Hazardous Wastes
- ix. 40 CFR Part 264 - Standards for Hazardous Wastes TSDF SLBAs and Operators
- x. 40 CFR Part 265 - Interim Standards for Hazardous Wastes TSDF SLBAs and Operators
- xi. 40 CFR Part 270 - Hazardous Waste Permits
- xii. 49 CFR Part 172 - Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans
- xiii. 49 CFR Part 173 - General Requirements for Shipments and Packaging
- xiv. 49 CFR Part 174-77 - Transporter Requirements xv. 49 CFR Part 178-79 - Container Specifications

B. State of Michigan Laws

- i. Michigan Public Act 451, Part 201 - Environmental Remediation, as amended
- ii. Michigan Public Act 451, Part 115 - Solid Waste Management as amended
- iii. Michigan Public Act 451, Part 111 - Hazardous Waste Management, as amended
- iv. Michigan Public Act 451, Part 121 - Liquid Industrial By-Products
- v. Michigan Public Act 154 - Michigan Occupational Safety and Health Act (MIOSHA)
- vi. Michigan Public Act 451 Part 91 – Soil Erosion and Sedimentation Control, as amended
- vii. Michigan Public Act 174, Miss Dig Underground Facility Damage Prevention and Safety Act

C. Local Laws: Village of Baldwin, Pleasant Plains Township, Yates Township and/or County of Lake as applicable.

2. **Permits:** The demolition permit shall be obtained through the local jurisdiction or State of Michigan. A copy is to be provided to the LCLBA.

The successful Respondent shall be responsible for all application fees and obtaining a soil erosion and sedimentation control (SESC) permit as needed specifically for 13070 Lake Drive.

3. **Meetings:**

A. **Pre-Demolition Conference:** The LCLBA may schedule a pre-demolition conference to be attended by the LCLBA, environmental consultant, and the successful Respondent and its subcontractors, as applicable. When no organizational meeting is called, the successful Respondent, before beginning any work, must meet with the staff of the LCLBA and arrange a work schedule for the project. Once the project has been started, the successful Respondent must carry it to completion without delay.

B. **Progress Meetings:** The LCLBA may schedule progress meetings, in person or by phone conference, to be held whenever needed to supply information necessary to prevent job interruptions, to observe the work or to inspect completed work. The successful Respondent must be represented at each

progress meeting by persons with full authority to act for the successful Respondent in regard to all portions of the Work.

4. **Soil Erosion:** With respect to any earth disturbance associated with this contract, the successful Respondent shall comply with the Natural Resources and Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451 Part 91, as amended.
 - A. The successful Respondent shall be responsible for all application fees and obtaining a soil erosion and sedimentation control (SESC) permit.
 - B. The successful Respondent shall furnish, install, and maintain as long as necessary and remove when no longer required, all necessary engineering controls to prevent erosion and sedimentation of onsite soils in accordance with Part 91 of P.A. 451 and the SESC permit.
 - C. The successful Respondent is expected to leave any soil erosion fencing in place upon completion.
5. **Hazardous Material:** The successful Respondent shall use, handle, store, dispose of, process, transport and transfer any material considered a hazardous material in accordance with all federal, State and local laws. If the successful Respondent encounters material reasonably believed to be a hazardous material and which may present a substantial danger, the successful Respondent shall immediately stop all affected work, give written notice to the LCLBA of the conditions encountered, and take appropriate health and safety precautions.
6. **Subcontractors:** Each Respondent shall include a list of subcontractors, if any are utilized, with their submission. The Respondent shall provide licensing data for trades for which licensing is required and, if applicable, indicate minority, woman or handicapped status. If the LCLBA objects, for good cause, to any listed subcontractor, the LCLBA, before issuing an award, may request replacement of that subcontractor at no increase in contract price and/or contract time. In that event, the Respondent shall provide a substitute subcontractor or the Respondent itself, if qualified for the work involved. If the Respondent declines, that Respondent shall not be considered.
 - A. All subcontractors are subject to the same qualification process as the Respondent.
 - B. Any replacement or addition to listed subcontractors shall be required to meet the requirements of the RFP documents. If the LCLBA objects for good cause to any such newly listed subcontractor, the successful Respondent shall provide a replacement subcontractor at no increase in contract price and/or contract time.
7. **Use of Premises:** The successful Respondent shall confine its operations (including, but not limited to, construction equipment and laydown and storage) to the site and lands, areas, properties, facilities, rights-of-way and easements identified and permitted by the contract documents and shall not unreasonably encumber the Premises. The successful Respondent shall be responsible for any damage to the Premises (including, but not limited to, damage to any real and personal property) and for any damage to any adjacent lands, areas, properties, facilities, rights-of-way and easements (including, but not limited to, damage to any real and personal property) resulting from the successful Respondent's operations. The successful Respondent shall defend, indemnify and hold harmless the LCLBA and its environmental

consultant against all claims, as construed in adjacent lands, areas, properties, facilities, rights-of-way and easements (inclusive of real and personal property), including loss of use, to the extent resulting from the successful Respondent's operations.

- A. The successful Respondent shall keep the Premises free from accumulations of waste materials, rubbish and other debris, and shall not remove, injure, cut, alter or destroy trees, shrubs, plants or grass, unless otherwise provided elsewhere in the contract documents. At the completion of the work, the successful Respondent shall remove all obstructions, waste and surplus materials, rubbish, debris, tools and construction equipment and shall leave the site clean.
 - B. The successful Respondent shall restore to pre-existing conditions all walks, roadways, paved areas and other real and personal property not designated for alteration by the contract documents. To the extent the successful Respondent refuses, fails or neglects to replace all such altered premises and/or restore to its pre-existing condition any walk, roadway, paved or landscaped area and other property not designated for alteration by the contract documents, the successful Respondent shall bear its proportionate share of the delay and costs resulting from the successful Respondent's refusal, failure or neglect to do so.
 - C. The successful Respondent shall not subject any part of the work or adjacent property to stresses or pressures that will damage or endanger the work or adjacent property, or both.
 - D. Storage or sale of removed items or materials on-site will not be permitted without advance written approval from the LCLBA.
 - E. The successful Respondent is responsible for any and all actions necessary to remedy situations involving material spilled or leaked in transit, or mud or dirt tracked off the site. This includes trucks carrying imported fill or other materials to the site (i.e. dust generated from trucks entering the site on adjacent roads). Perform cleanup in accordance with all applicable federal, State, and local regulations at no additional cost to LCLBA.
 - F. Reuse of Soil and/or Aggregates: Excavate, handle and/or stockpile any reused soil separately from all other materials. Provide each staging area with adequate thickness of polyethylene sheeting to completely cover all materials. Covers shall be large enough to cover the entire staging area when materials are stored. Arrange material stockpiles such that they can be covered and secured each day with polyethylene sheeting. In the event the stockpiles are arranged or sized such that they cannot be adequately covered, the successful Respondent shall reconfigure them at its sole expense. Cover all reuse soil stockpiles left untouched for 8 hours with a secured polyethylene tarp.
8. **Reports:** The successful Respondent shall maintain and make available to the LCLBA daily field reports recording the onsite labor force and equipment (successful Respondent and subcontractors); materials/equipment received (at the site or at another location); visits by suppliers; significant in-progress and completed trade work within major areas; and other pertinent information. Such daily field reports shall be furnished by the successful Respondent promptly to the LCLBA upon their request, and shall be accepted for information only. The LCLBA's review of any daily field report shall be construed as agreement with the information contained in any such daily field report.

9. **Emergencies:** In emergencies affecting the safety or protection of persons, the work or property at or adjacent to the site, the successful Respondent, without any special instruction or authorization from the LCLBA, is obligated to act to prevent threatened damage, death, injury or loss. The successful Respondent shall give the LCLBA prompt written notice of any emergencies and any changes in the work resulting from the action taken. If the LCLBA concurs, the LCLBA will amend the contract documents to provide for those changes and, unless the emergency resulted in whole or in part from any act or omission within the control of the successful Respondent, will make any corresponding adjustment in contract price and/or contract time.
10. **Schedule:** A schedule of activities must be provided by the successful Respondent after award of contract and prior to beginning activities on the site.
11. **Debris Disposal:** Off-site disposal of materials must be in State licensed locations or landfills. Follow all applicable requirements and regulations.
12. **Inspections:** Following abatement activities, the successful Respondent shall contact the LCLBA and their environmental consultant for a visual and/or air clearance examination. Any costs associated with clearance failures shall be deducted from successful Respondent's invoices. The LCLBA representative shall be on site for the demolition of the structure and will provide written summary of demolition activities. It is the successful Respondent's responsibility to coordinate demolition with the LCLBA for availability.
13. **Signage and Safety:** The successful Respondent must post appropriate signs to advise the project personnel and visitors of the limits of construction work areas, hardhat areas, excavations, asbestos abatement, construction parking and staging areas, etc. Advertising signage by successful Respondent, subcontractors, or suppliers is not allowed. The successful Respondent must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire and police stations and like establishments. The successful Respondent must obtain written approval from the LCLBA ten (10) calendar days before connecting to existing facilities or interrupting the services on site.
 - A. The successful Respondent must furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public.
 - B. Street Barricades: The successful Respondent must erect and maintain all street barricades, signal lights and lane change markers during the periods that a traffic lane is closed for their operations. There must be full compliance with rules and ordinances respecting such street barricading and devices must be removed when hazard is no longer present.
14. **Temporary Fencing:** The successful Respondent must entirely enclose the demolition activity area by means of woven wire or snow fence having minimum height of four feet if an open hole is left overnight. Gates must be provided at all points of access, as applicable. Gates must be closed and secured in place at all times when work is not in progress. The fence must be removed and grounds restored to original condition upon completion of the work.

15. **Changes in Scope of Work:** The LCLBA is entitled to make changes within the general scope of work outlined in the RFP consisting of additions, deletions or other revisions in the specifications and/or drawings, any means and methods or any LCLBA-furnished lands, equipment, materials or services, or directing acceleration of the work. Such changes will result in the release of an amendment to this RFP with applicable time extensions and changes in costs as deemed necessary.
16. **Underground Utilities:** The successful Respondent shall comply with all laws concerning underground utilities, including but not limited to, Michigan Public Act 174, Miss Dig Underground Facility Damage Prevention and Safety Act. In addition, the successful Respondent shall be responsible for immediately notifying the LCLBA of any contact with or damage to underground utilities, and for the safety, protection of and repairing of any damage done to any work and any surface and subsurface facilities. The successful Respondent shall bear an appropriate portion of the delay and costs relating to the obligations set forth in this paragraph except as outlined in PA 174, 460.728 Section 8.
17. **Request for Final Payment:** To receive final payment the successful Respondent must have submitted and/or completed the following:
- A. Complete a substantial completion punch list, if any, within the contract time and date fixed by the LCLBA. Submit all documentation outlined in Section I, C. Deliverables, above.
 - B. If applicable, the successful Respondent must complete any identified incomplete or defective work to the satisfaction of the LCLBA.