



REQUEST FOR PROPOSALS (RFP)

Stormwater Program Management

CITY OF BYRON, GEORGIA

Administration, Engineering and Inspection,
and Construction Services

OCTOBER 19, 2026

SUBMITTALS DUE

**Thursday, November 19, 2026
10:00 AM local time**

Byron Municipal Complex
Attn: Purchasing Department
401 Main Street
Byron, GA 31008

CONTENTS

Advertisement for Request for Proposals.....	3
Section I Request for Proposal Overview & Procedures.....	4
Section II Submission Requirements	10
Section III Evaluation and Selection Process	12
Section IV Contract Award/Requirements/Post Award.....	15
Exhibit A Project Area Map	20
Exhibit B Addenda Acknowledgement Form.....	21
Exhibit C S.A.V.E Affidavit.....	22

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The City of Byron (City) is seeking proposals from qualified firms, contractors, and/or joint ventures interested in providing administration, engineering and inspection, and construction services for a project known as **Stormwater Program Management** (the Project).

The City desires to select a qualified firm, contractor, or joint venture team to operate and manage its Stormwater Program. The selected team will be responsible for administrative, engineering and inspection, and construction services for daily and routine assistance with operation and management of the City's Stormwater Program.

The City's Stormwater Department is responsible for operation and maintenance of approximately 550 stormwater structures, approximately 16 miles of stormwater pipes and culverts, countless miles of ditches and drainage easements, and 57 stormwater management facilities. The City's watershed is comprised of five basins, having ten contributing outfalls. A project location map has been provided in **Attachment A**. The City's Stormwater Department is responsible for operation and management of its Stormwater Utility.

Due to factors beyond the City's control, the City is seeking to contract with a firm, contractor, or team to assist with operating and managing its Stormwater Program for a duration of three years with the ability to add up to two additional years based on performance. The annual budget for the Project is approximately \$250,000.

Sealed proposals for "**Stormwater Program Management**" will be received by the City of Byron Purchasing Department located at the Byron Municipal Complex, 401 Main Street, Byron, Georgia 31008 until **10:00 AM, Thursday, November 19, 2026**.

Restriction of Communication: From the issue date of this RFP solicitation until a successful Respondent is selected and the selection is announced, Respondents are not allowed to discuss details, status, award, or have any other conversations or communications relative to this RFP with any members of the Selection Committee, City elected officials and staff, or the end users of the proposed facility, except for submission of questions as instructed in this RFP, or as provided by any existing work agreement(s). For violation of this provision, the City reserves the right to reject the proposal of the offending Respondent.

Proposals submitted in response to this RFP will be evaluated for award. Each proposal will be considered by the City, taking into consideration the specific evaluation factors set forth in the RFP. The City reserves the right to reject any or all proposals, including without limitation, the right to reject any proposal that the City believes would not be in the best interest of the City and the Project.

A copy of the RFP is available at the City of Byron Purchasing Department, 401 Main Street, Byron, Georgia 31008, Telephone 478-956-3600; or through the City's website, www.byronga.com. The City reserves the right to reject any and all Qualifications and to waive technicalities and informalities.

SECTION I

Request for Proposal Overview & Procedures

1. PURPOSE

The City of Byron (City) is requesting competitive sealed proposals from qualified firms, contractors, or joint venture teams to provide administration, engineering and inspection, and construction services for Stormwater Program Management (the Project). The City desires to select a qualified firm, contractor, or team to assist with the daily operation and management of its stormwater program and utility, including regulatory compliance, plan review, infrastructure inspections and assessments, maintenance coordination, and construction of small stormwater projects. Services shall be coordinated with City staff and may include additional services for the City's Public Works Department as authorized under the contract.

2. PROJECT BACKGROUND

The City's Stormwater Department is responsible for operation and maintenance of approximately 550 stormwater structures, approximately 16 miles of stormwater pipes and culverts, countless miles of ditches and drainage easements, and 57 stormwater management facilities. The City's watershed is comprised of five basins, having ten contributing outfalls. A project location map has been provided in **Attachment A**. The City's Stormwater Department is also responsible for operation and management of its Stormwater Utility. A project location map has been provided in **Exhibit A**.

3. PROJECT DESCRIPTION

Due to factors beyond the City's control, the City is seeking to contract with a firm, contractor, or team to assist with operating and managing its Stormwater Program for a duration of three years with the ability to add up to two years based on the team's performance. The anticipated annual budget for the Project is approximately \$250,000.

4. SCOPE OF SERVICES

The contractor's Scope of Services, fee, and schedule, shall consist of four tasks. Task One shall include the administrative efforts and coordination with the City on the daily and routine task order development, document control, project closeout, and property owner coordination. Task Two shall include engineering and inspection services for active and non-active residential, commercial, and industrial developments throughout the City. Task Three shall include construction services for small projects under \$75,000 each, which are normally performed by the City's Stormwater Department. Task Four shall be reserved for the City to issue small projects under the Public Works Department as deemed necessary in situations where City staff are unable to provide needed services.

Scope of Services shall include, but is not limited to, the following:

Task 1: Administration

The administration scope of this project is to assist the City's Stormwater Manager with operating and managing the stormwater program. The task includes, but is not limited to, coordinating compliance activities and managing personnel, records, budgets, and public communication. The position reports to the Director of Public Works and supervises the Stormwater Inspector and other assigned staff.

Administrative responsibilities

- **Program administration.** Maintain the compliance calendar, work plan, procedures, and records for applicable National Pollutant Discharge Elimination System (NPDES) requirements. Coordinate implementation with staff, consultants, and other departments.
- **Reporting and agency coordination.** Compile the annual MS4 stormwater report, obtain technical input and authorized signatures, and coordinate submission to the Georgia Environmental Protection Division (EPD). Track agency requests and corrective commitments.
- **Permit administration.** Assist with applications, route plans for technical review, track review deadlines and resubmittals, and coordinate permit issuance by the authorized City official after required reviews and approvals are documented.
- **Budget and purchasing.** Prepare and monitor the stormwater operating and capital budgets. Coordinate purchasing, contracts, invoices, and expenditure tracking with the Director of Public Works and finance staff.
- **Grants and funding.** Prepare funding applications, coordinate supporting technical information, and administer approved grants, reimbursements, and reporting requirements.
- **Personnel and scheduling.** Establish work priorities, coordinate staff and consultant assignments, monitor completion, and maintain training and certification records. Arrange qualified coverage for regulated duties.
- **Compliance Enforcement.** Assist the City with enforcement of development and property owner compliance issues relative to ordinance and state and federal regulations.
- **Public communication.** Receive and track complaints, assign technical investigations, communicate status and outcomes, maintain stormwater website information, and coordinate public education and outreach.
- **Records and maintenance coordination.** Maintain permit files, inspection records, maintenance agreements, asset records, and work orders. Use technical recommendations to prioritize maintenance and capital improvements and coordinate emergency response resources.

Work products and authority

Maintain the compliance calendar, reporting file, permit and complaint logs, budget tracking, training register, and project status reports. Coordinate engineering and inspection findings with the Director of Public Works. Technical approvals, design decisions, and formal enforcement actions remain with appropriately qualified and authorized City personnel.

Task 2: Engineering and Inspection

The engineering and inspection scope includes technical review, inspection, infrastructure assessment, and engineering support to the City for stormwater related projects. This scope does require a designated Georgia licensed Professional Engineer (PE) who will be responsible for overseeing responsibilities of project development and staff.

Technical and field responsibilities

- **Stormwater plan review.** Review drainage plans, grading, stormwater facilities, and supporting reports against adopted criteria. Identify deficiencies and assist the PE with hydrologic and hydraulic review within the Inspector's qualifications.
- **Erosion control plan review.** Review Erosion, Sedimentation, and Pollution Control Plans (ESPCPs), construction sequencing, and Best Management Practices (BMPs) against applicable requirements and current state checklists. Document comments and verify responses.
- **Preconstruction coordination.** Lead technical inspection discussions at preconstruction meetings. Explain approved plans, inspection points, required records, and correction procedures to contractors and the Engineer of Record (EOR).
- **Construction inspections.** Inspect land disturbance, erosion controls, drainage structures, pipes, ditches, ponds, outfalls, stabilization, and related improvements for compliance with approved plans, specifications, permit conditions, and applicable requirements.
- **Infrastructure assessments.** Perform scheduled and post-storm inspections of City stormwater facilities and other facilities subject to City inspection. Document sediment, blockages, erosion, structural damage, and maintenance needs, and recommend priorities.
- **Complaints and water quality.** Investigate drainage complaints, flooding, sediment releases, and suspected illicit discharges. Perform screening and field measurements under applicable program procedures, document findings, and refer engineering or enforcement issues.
- **Compliance follow through.** Prepare dated inspection reports, photographs, locations, applicable requirement references, and specific corrective actions. Reinspect deficiencies and document closure. Prepare evidence and recommended violations or stop work actions for authorized City officials.
- **Mapping and asset records.** Collect field locations, dimensions, materials, condition information, and photographs. Update stormwater assets in the Geographic Information System (GIS), including ArcGIS, and reconcile field observations with record drawings.
- **Identifying Capital Improvements.** Assist the City with identifying capital improvements throughout the City and developing a scope and budget to construct maintenance and/or improvements.
- **Maintenance and project oversight.** Direct project operations, prepare field work recommendations, and inspect completed maintenance and contractor work. Refer changes affecting drainage design to the Stormwater Manager before implementation.

- **Closeout and reporting support.** Prepare punch lists, document stabilization and completed corrections, and review record information for technical acceptance. Provide verified inspection, maintenance, mapping, and compliance data to the Stormwater Manager.

Engineering authority

The PE is responsible for engineering judgments, design adequacy, and services requiring licensure. The Inspector recommends acceptance within delegated authority.

INSPECTOR REQUIREMENTS

Required certifications and license

The Stormwater Inspector shall maintain Georgia Soil and Water Conservation Commission (GSWCC) certifications for the duties below, together with a valid Georgia driver's license.

Requirement	Required application and timing
GSWCC Level IB Advanced Fundamentals Certified Inspector Red Card	Required for regulatory erosion and sediment control inspections. Obtain before performing duties requiring this certification and maintain active status throughout the assignment.
GSWCC Level II Introduction to Design Certified Plan Reviewer	Required for erosion, sedimentation, and pollution control plan review. Obtain before performing regulated plan reviews and maintain active status. This credential does not authorize professional engineering practice.
Georgia driver's license	Possess and maintain a valid Georgia motor vehicle operator's license appropriate for assigned vehicles.

Completion and renewal

If the City permits a conditional appointment, obtain both GSWCC certifications within 12 months of hire. Until certified, regulated duties must remain with appropriately certified personnel; the employee may support tasks that do not require that credential.

Complete at least four hours of approved continuing education every three years for each certification. Maintaining Level IB and Level II therefore require eight hours total, with credit approved for the respective levels. Renew before expiration and provide updated credentials to the Stormwater Manager.

Education and technical capability

Possess a high school diploma or General Educational Development (GED) credential and four years of relevant experience, including supervision, or an equivalent combination of education and experience. Demonstrate proficiency in plan reading, stormwater inspection and maintenance, reporting, and geographic information system data collection. Complete task specific safety training before the corresponding assignments.

Task 3: Construction

Construction shall include completion of small, stormwater projects as part of active maintenance and/or improvements of City owned infrastructure including structures, pipes, outfalls, and stormwater management facilities. Small projects shall not exceed \$75,000 each. Projects larger than \$75,000 may be bid publicly in accordance with Georgia procurement laws. Construction does not include mowing, vegetative control, debris and structure removal, and other ancillary work within City right-of-way and drainage easements.

- Conduct a construction kick-off meeting with City staff and other stakeholders to discuss the schedule, share contact information of stakeholders, and generally ensure that all safety, permitting, inspection, and communications requirements are clear and acknowledged.
- Obtain permit(s) if necessary.
- Assist Stormwater Manager with public notification.
- Mobilize materials and equipment to the site.
- Install erosion control best management practices.
- Provide traffic control as necessary.
- Construct and complete small project scope of work.
- Conduct final inspections with the City and create punch lists.
- Complete and correct any remaining work items.
- Attempt in good faith to establish permanent grassing and reduce the likelihood of erosion.
- Deliver record documents and warranties to the City.
- Place the drainage system back into service.
- Demobilize from the site.

CONSTRUCTION REQUIREMENTS

The firm, contractor, or team shall have a Georgia General Contractor license as well as City of Byron business license. Due to the nature of anticipated small project scope, a Georgia Utility Contractor's license is not required. In the event a small project scope requires a Georgia Utility Contractor's (UC) license, the selected constructor shall be required to provide such license. Use of a sub-contractor with a UC license is acceptable. Georgia law includes drainage systems installed or accessed at least 5 feet underground under certain conditions in its UC licensing requirements.

Requirement	Required application and timing
GSWCC Level IA Advanced Fundamentals Certified Inspector Blue Card	Required for regulatory erosion and sediment control inspections. Obtain before performing duties requiring this certification and maintain active status throughout the assignment.
General Contractor License	Required for compliance with Georgia law. Requirements may be met with teaming partner or sub-contractor.
Byron Business License	Required to conduct business in the City of Byron. Requirement may be met upon contract execution prior to commencement of work.
Proof of Insurance	Required for all projects. Limits identified in Section V.6.D.
Georgia driver's license	Possess and maintain a valid Georgia motor vehicle operator's license appropriate for assigned vehicles.
OSHA Certification	Required for Project Manager or Superintendent overseeing construction activities relevant to the constructed work.

Task 4: Additional Services

The City reserves the right to issue work orders under this contract for services under the City's Public Works Department. These services are not accounted for in the City's Stormwater Program annual budget. Payment for services will be made from other City funding sources. Services may include utility administration, engineering and inspection, and construction.

SECTION II

Submission Requirements

1. PRE-SUBMITTAL MEETING

A mandatory pre-proposal meeting will be held at 401 Main Street NW, Byron, GA at 10:00AM on Thursday, November 5, 2026.

2. SUBMITTAL CONTENTS

Qualifications must include:

1. Cover letter with an introduction to the firm, contractor, or joint venture team
2. Project team resumes with qualifications and experience
3. Narrative of firm's, contractor's, or team's experience
4. Detailed Task One, Two, Three, and Four approach and work plan
5. Quality control and safety plans
6. Proposed subcontractors and their qualifications
7. Proof of necessary licenses, bonding, and insurance, including:
 - a. General Contractor's license from the State of Georgia
 - b. Business license from the City of Byron (Upon selection)
 - c. Trade-specific licenses as required for members of the team, including all subcontractors as applicable.

3. PROPOSAL FORMAT

Submittals shall be typed on standard 8 ½" x 11" paper and shall not exceed fifty (50) typed pages, excluding tabs and covers. 8 ½" x 11" sheets printed on both sides count as one (1) page. 11" x 17" sheets will count as two (2) pages. Font size shall be no less than 10-points. All proposals shall include complete responses to the RFP. Deliverables include all other required documents or information required by this Request for Proposals, including execution of the documents (if applicable). Other required documents and information include endorsements, forms and affidavits included in this RFP.

All proposals received will become a part of the official contract file and may be subject to disclosure.

4. PROPOSAL DEADLINE

The complete proposal **must be received by 10:00 AM, Thursday, November 19, 2026**. Five (5) copies of the proposal as well as an electronic (pdf) copy on a USB flash drive must be submitted in a sealed package either by USPS Mail, FedEx, UPS or hand delivered, and identified/labeled

on the outside with the Respondent's name and address and project title as follows:
"Stormwater Program Management" and addressed to:

City of Byron
Attn: Purchasing Department
Byron Municipal Complex
401 Main Street
Byron, GA 31008

Submittals may be hand delivered to the above address only between the hours of 8:00AM and 5:00PM local time Monday through Friday, excluding holidays observed by the City.

Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring the required address information appears on the outer package used by such service. Proposals received after the submittal deadline will not be considered. Having the package postmarked by the deadline for submittal does not meet the requirements of this RFP. Delivering the proposal to a commercial delivery service is also not sufficient unless the proposal is actually received at the designated location before the deadline for submittal.

The proposal must be signed by an officer or employee of the company who is legally authorized to enter into a contractual relationship in the name of the Respondent.

SECTION III

Evaluation and Selection Process

1. EVALUATION CRITERIA

Evaluation of the proposals will be completed by a selection committee to be assembled by the City. The selection committee will review and evaluate proposals, and will select a submitting firm based on a combination of the following criteria:

- Experience and resources of the submitting firm, contractor, or team
- Experience and location of the project team
- Detail and quality of the work plan and schedule

The selection committee may in its sole discretion determine that Respondent presentations are necessary. The selection committee may choose to invite two (2) or more firms to make presentations, in which case the presentations will be timed, and will be limited to no more than 30 minutes per Respondent. Each Respondent making a presentation will be asked to discuss their particular experience and ideas for the Project Following each Respondent presentation, up to 15 minutes will be available for questions by the selection committee.

The City will provide a projector screen. All other equipment must be provided by the presenting firm. If a firm brings handouts or written materials a total of ten (10) are required.

In the event the City chooses to require presentations, the final selection shall be based solely on the scores of the presentations. The scores from the proposals will only be considered in the event of a tie in presentation scores.

2. PROJECT FEE AND SCHEDULE

The highest scoring Respondent will be notified and will be asked to attend a meeting with the City to review project requirements in detail, and to discuss the fee and schedule to advance the project through the procurement phase. When any questions and concerns are addressed and resolved, City staff will forward a Recommendation of Award to the City Council for consideration. If an agreement cannot be reached with the selected Respondent within ten (10) calendar days, the City shall initiate contract discussions with the next highest scoring Respondent. This process will continue until an agreement is reached.

If approved by the Council, and if deemed acceptable by the Purchasing Director and City Attorney, a contract will be awarded.

The City may reject any and all proposals. Also, the right is reserved to waive any irregularities or informalities in the proposing procedure.

3. RFP QUESTIONS

Any inquiries, regarding this RFP must be submitted in writing no later than 5:00 PM local time on Wednesday, November 11, 2026 to: TJ Padgett at tpadgett@byronga.com . Questions will be answered in writing by addendum and posted on the City's website. Questions received after this time will not receive a response.

4. ADDITIONAL INFORMATION/ADDENDA

Answers to questions submitted for this RFP will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

Interested parties should check the City's website frequently to ensure they are aware of all addenda. While every attempt will be made to ensure that registered RFP holders receive notice of addenda, Respondents have the responsibility of making sure that they have received all issued addenda. The Addenda Acknowledgement Form (Exhibit "B") is required to be signed and returned with the Qualification.

5. LATE SUBMITTALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the submittal deadline will not be considered. Modifications received after the submittal deadline will not be considered. The City shall bear no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to an incorrect location.

A Respondent may withdraw their proposal at any time before the due date, without prejudice to the Respondent, by submitting a written request of withdrawal to the City's Finance Department.

6. REJECTION OF SUBMISSIONS

The City may reject any and all proposals and may reject a proposal of any Respondent who has been delinquent or non-diligent / non-performing on any contract or project with the City. Also, the right is reserved to waive any irregularities or informalities in any proposal in the submittal procedure. The City shall exercise sole judgment as to which proposal is the most suitable and offers the "best value", and in ascertaining this, will take into consideration various factors including business stability, experience with similar projects, client references, staff capacity, acknowledgement of all required documentation including acknowledgements, affidavits and any other information required by this Request for Proposals.

7. CERTIFICATION OF NON-COLLUSION

By submitting a proposal, the Respondent certifies:

"This proposal is submitted without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is

understood to be a violation of the state and federal law and can result in fines, prison sentences, and civil damage awards."

8. IMMIGRATION REFORM CONTROL ACT

Respondents must abide by all federally mandated laws established to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Immediately after award of a contract, the Respondent shall provide the City with E-Verify documentation for any and all non-citizen immigrants that will be performing work covered by the contract. The City may at any time during the contract ask personnel on-site for identification credentials for verification purposes.

9. EQUAL OPPORTUNITY

The City provides Equal Opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veteran's status. The policy ensures all segments of the business community have access to supplying the goods and services to the City.

SECTION IV

Contract Award/Requirements/Post Award

1. AWARD CONDITIONS

This RFP is not an offer to contract or a solicitation of bids. This RFP and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the City and does not obligate the City to procure or contract for any services. Neither the City nor any party submitting a proposal will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the City and a party containing such terms and conditions as are negotiated between those parties. The City reserves the right to waive non-compliance with any requirements of this Request for Proposals and to reject any or all proposals submitted in response. Upon receipt and review of proposals, the City will determine the party(s) and proposal that in the sole judgement of the City is in the best interest of the City (if any is so determined), with respect to the evaluation criteria stated herein. The City then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached and in the course of doing so may use ideas expressed in any proposal.

2. CONTRACT REQUIREMENTS

The contract documents shall include this Solicitation and any Addenda thereto, the successful proposal, the intent to award notification letter, the scope, fee, and all associated administrative documents. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of Georgia.

3. CONTRACT CONDITIONS

Individual subconsultant contracts shall be between the selected Contractor and subcontractors for the work of the Project.

Binding Dispute Resolution shall be litigation in a court of competent jurisdiction in Peach County, Georgia.

4. CONTRACT AWARD

A contract will be awarded to the responsible Respondent whose proposal is determined to be the most advantageous and is of the "best value" to the City. Proposals will be evaluated on a combination of factors (see Section III- Evaluation and Selection Process).

5. CONFLICT IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, City Terms and Conditions shall govern.

6. POST AWARD

A. Assignment

By the submission of this Qualification, the Respondent (hereinafter referred to as the Contractor) agrees not to assign the contract or purchase order to others unless specifically authorized in writing by the City.

B. Payment

The Contractor shall invoice the City monthly.

B1. Termination for Convenience

The City reserves the right to terminate for convenience any contract awarded through this solicitation.

B2. Permits, Taxes, Licenses, Ordinances and Agreements

The Contractor shall, at his own expense, obtain and maintain all necessary licenses and comply with all applicable local, state and federal laws, ordinances, rules and regulations.

C. Insurance

The selected firm shall provide and maintain the following insurance coverages. Upon selection, the selected firm will be notified of the necessity to provide required insurance. The following requirements apply to any and all work under the contract by the selected firm and its subcontractors of any tier.

C1. All insurance required shall be maintained during the entire length of the contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. Any and all insurance must be on an occurrence basis.

The Contractor and its subcontractors shall not commence any work of any kind under a contract until all insurance requirements contained within this solicitation have been complied with. Contractor shall furnish evidence of compliance with all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements before commencing work under a contract resulting from this RFP.

C2. The City shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. All limits are to be project specific.

C3. The City shall be given no less than thirty (30) days' written notice of cancellation. The City shall be given not less than thirty (30) days prior written notice of material changes of any insurance required of the Contractor under a contract resulting from this RFP.

C4. Each and every agent shall warrant when signing the certificate of insurance that (1) he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract referenced herein, (2) that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia, and (3) that the companies affording insurance coverage are licensed by the State of Georgia and are in good standing with the Commissioner of Insurance for the State of Georgia.

C5. Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating of each company must be indicated on the certificate of insurance.

For all contracts, regardless of the risk, companies providing insurance under this contract must have a current:

- Best Rating not less than A, and
- Best's Financial Size Category not less than Class VII

C6. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, the City shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.

D. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract as required by the State of Georgia.

Worker's Compensation Limits:	Statutory
Employer's Liability Limits:	
Bodily Insurance by Accident	\$1,000,000 each accident
Bodily Insurance by Disease	\$1,000,000 each employee
Bodily Insurance by Disease	\$1,000,000 policy limit

E. Commercial General and Umbrella Liability Insurance

The Contractor shall procure and maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, as shall protect him and any Subcontractor performing Work covered by this contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Commercial Umbrella Liability Insurance maintained pursuant to this agreement.

Disposition: Certificate(s) of Insurance must be sent to City with properly executed Contract Documents.

F. Business Auto and Umbrella Liability Insurance

The Contractor shall procure and shall maintain Business Automobile Liability, and if necessary, Commercial General Umbrella Liability Insurance with a limit of not less than \$1,000,000 each occurrence.

Such insurance shall cover liability arising out of or related to any auto (including owned, hired, and non-owned automobiles).

The Contractor waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Business Automobile Liability or Commercial Umbrella Liability Insurance obtained by the Contractor pursuant to this agreement or under any applicable auto physical damage coverage.

Disposition: Certificate(s) of Insurance must be sent to the City with properly executed Contract Documents.

G. Hold Harmless Agreement

To the extent permitted by law, the Contractor shall Hold Harmless the City from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

H. Endorsement of Casualty/Liability Policies

There shall be attached to and made a part of every casualty/liability insurance policy an endorsement of the insurance company in accordance with the specimen shown below:

ENDORSEMENT

Attached to and forming part of Policy No. _____
of the _____ Insurance Company.

Date of Endorsement: _____

Name of Project: _____

In consideration of the premium for which the policy is written and proper rate adjustment when applicable, the insurance company agrees as follows:

Item (1) This policy of insurance shall not be canceled, changed (which includes renewal), allowed to lapse or allowed to expire until thirty (30) days after the City has received written notice addressed as follows:

City of Byron

Attn: Purchasing Department

401 Main Street

Byron, GA 31008

As evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the City and providing equal protection called for in the policy shown below shall have been received, accepted, and acknowledged by the City. It is also agreed that such notice shall be valid only as to such improvements or projects as shall have been designated by name in such notice and that as to any project not designated by name in the notice, coverage shall be continued in full force and effect.

Item (2) Any other provisions of the agreement to the contrary notwithstanding, coverage under this policy shall automatically terminate thirty-six (36) months from the date shown below.

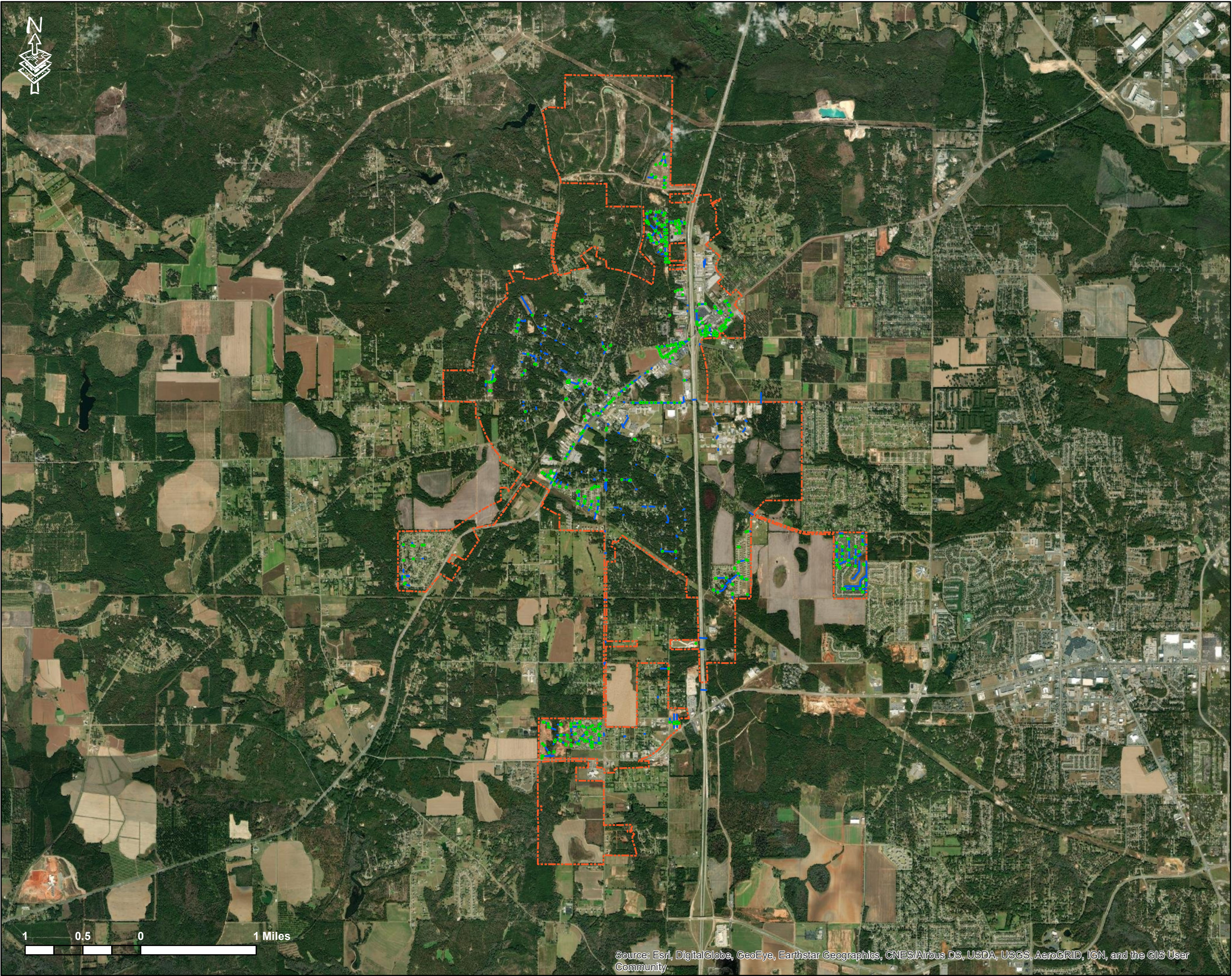
The foregoing insurance provisions have been incorporated into by reference and are hereby made a part of insurance policy No. _____, this _____ day of _____, 202__.

Name of Insurance Company



EXHIBIT A

Project Area Map



STORMWATER INFRASTRUCTURE OVERVIEW MAP

MAP LEGEND

-  Stormwater Structures
-  Stormwater Pipes
-  Byron City Limits



GWES, LLC

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



EXHIBIT B

Addenda Acknowledgement Form

DATE: _____

TIME: _____

BID #: _____

NAME OF RESPONDENT:

City of Byron
Attn: Purchasing Department
Byron Municipal Complex
401 Main Street
Byron, GA 31008

To Whom It May Concern:

We acknowledge Addendum(s) _____, issued in accordance with the Request for Proposals to provide Stormwater Department Management.

By: _____ Signature: _____

Date: _____

EXHIBIT C

S.A.V.E Affidavit

VERIFY STATUS FOR BUSINESS TRANSACTION WITH THE CITY

STATE OF GEORGIA

PEACH COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies on of the following with respect to my ability to enter into a contract with the City.

1. ____ I am a United States Citizen

Or

2. ____ I am a legal permanent resident of the United States.

Or

3. ____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least on secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with the affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this ____ day of _____, 202_ in _____(city) _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS ____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____