

ORIGINAL
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RESOLUTION NO.: R-2018-019

Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc. for management of a Bike Share System

BE IT RESOLVED by the Mayor and City Council this 6th day of March, 2018, that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc., or on a form to be approved by the City Attorney, for the procurement, launch, maintenance, operation, financial and business management of a Bike Share System in Columbia, South Carolina.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



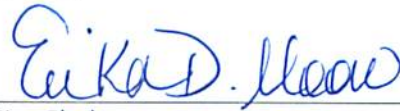
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 3/6/2018

Final Reading: 3/6/2018

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Bewegen Technologies, Inc. (hereinafter referred to as the "Consultant"), the Consultant will be responsible for all aspects of procurement, launch, maintenance, operation, financial and business management of a Bike Share System in Columbia, SC.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete the scope of services and perform any and all incidental services not specifically set forth, which services are necessary to fully complete the work. The Consultant will receive general direction from the City of Columbia's Planning Department. The Consultant shall perform all technical and other analyses necessary to complete the scope of work.

The Consultant shall be responsible for all aspects of the Bike Share System, except as provided herein, to include an initial fifteen (15) stations/hubs and one hundred thirty five (135) bikes in Phase I. In Phase II, the Consultant shall expand to twenty five (25) stations/hubs and two hundred twenty five (225) bikes primarily serving in downtown Columbia.

The Consultant shall provide the following elements and deliverables as identified in Exhibit A, attached hereto.

A. Pre-Launch Elements

Title Sponsor: The City of Columbia has identified the Title Bike Share Sponsor (the "Title Sponsor"). Prior to any work taking place on the project, the Consultant through the City will work with the Title Sponsor to finalize the sponsorship. In doing so, the Consultant recognizes the Title Sponsor will be highly involved in the branding and marketing of Columbia's Bike Share Program. The Title Sponsor will also be involved in identifying and recruiting other sponsors to ensure such sponsorships align with the mission and purpose of the program.

Site Planning, Design, and Permitting: The City of Columbia will be responsible for all aspects of station planning and site design. As part of the site planning and design, the Consultant will provide the City with a ranked list of preferred detailed locations and the City shall review for feasibility then verify the location with the Consultant at the point when the City will design the station location. The Consultant will not be responsible for these services but will provide equipment site specifications and one round of review and comment on an updated station plan and each site design more fully described in Exhibit B, attached hereto.

Equipment Procurement: The Consultant shall procure (manufacture and/or purchase) and install the entire hardware and software for the front and back of house operations for the term of this Agreement including, but not limited to, all on street system components, and as well as, supplies and equipment for office management, maintenance and distribution. This shall include, but may not be limited to initial

equipment, spare parts, rebalancing trucks, maintenance tools, information technology equipment & software applications, licensing, upgrade assurances, and necessary warranties.

Branding/Marketing/Sponsorship: The Consultant, in collaboration with and under the direction of the City of Columbia and with direct input from the Title Sponsor, will oversee branding, marketing, and membership sales. The Consultant shall be responsible for securing sponsors and advertisers, in consultation with Title Sponsor, to supplement system revenues and the existing title sponsorship. The Consultant shall provide samples of sponsor branding on the equipment and detail the amount of “real estate” on bikes/stations that would be controlled by the Title Sponsor and available to other sponsors or advertisers. The Consultant will collaborate with the City, Title Sponsor, and other partners to create a name for the Bike Share System.

System Liability: The Consultant must be able to assume all liability for the system throughout the term of the contract, including but not limited to providing the following:

A. Indemnify and hold harmless agreements with the City of Columbia and the Title Sponsor;

B. General Liability insurance consistent with requirements of the agency, institution, and/or private landowner and through a credible company or organization (\$1 million per occurrence and \$2 million aggregate);

C. Ability to list all participating institutions, including the Title Sponsor, and/or private landowners as co-insured’s on liability insurance;

D. Assurance of financial sustainability through term of contract;

E. Waivers/assumption of the risk documents to be signed by all end users of the bike share system, either when subscribing via the website or as part of the on-site registration process;

F. Umbrella liability policy of at least \$1 million; and

Website and Mobile App: The Consultant shall design, maintain, and host a website and a mobile application that promotes the program and allows users to register, submit secured credit card data, and execute a User Agreement. The Consultant shall ensure the website displays correctly on all major web browsers and mobile devices/formats.

The Consultant shall provide a system to track bicycle and, if applicable, station and dock status. The website and mobile app shall include real-time map updates to allow users to locate stations and/or bicycles.

The Consultant shall use the General Bike Share Feed Specification (GBFS), a standardized data feed for bike share system availability. The mobile app shall be compatible with the latest iOS and Android operating systems.

Walk-Up Utilization: Allow one-time use by walk-up registration at applicable stations or through cell phone registration. Walk-up renters shall be able to register, submit credit card data, and execute a User Agreement and Waiver.

Hire Bike Share Staff: The Consultant shall be responsible for hiring all staff necessary to install, prepare, launch and operate the system. The Consultant shall make every effort to include members of traditionally under-served communities in the hiring process.

Customer Service Plan: The Consultant will ensure customer service and a system to aid customers with mechanical issues is available 24/7.

Pricing Structure: The Consultant shall submit a proposed fare structure(s) and briefly describe rationale to the public.

Public Safety and Public Relations Campaign: In advance of the system launch, the Consultant shall work with local partners to lead a public safety and public relations campaign. The campaign should seek to enhance safety for all roadway users, and build local enthusiasm for bike share ridership, membership, and sponsorship. Public Relations will include branding, marketing, traditional and social media and other public relations strategies. Consultant shall work with local partners to lead a public safety and public relations campaign on an annual basis. Additionally, at least twice a year the Consultant will conduct, at a minimum, a thirty (30) day public safety and public relations campaign.

B. Operational Elements

Meetings: A project steering committee consisting of the City, Consultant and Title Sponsor designees will meet as necessary for consultation. Meetings may be as frequent as quarterly.

Launch: The Consultant shall plan and execute a high profile, timely, smooth and effective System launch. The City and its partners desire a System launch on or before August 1, 2018, unless otherwise agreed upon by both parties. Consultant shall provide a feasible timeline for implementation.

Data Reports: At regular intervals, the Consultant shall submit reports that track key performance indicators. Reports should include the following information at a minimum:

- A. Statistics on ridership by station;
- B. Monthly business/financial metrics;
- C. An annual survey of members;
- D. An annual report available to the public and interested stakeholders will also be required;
- E. GPS route data (if available).

Open Data: The Consultant shall provide open content data that will allow third party developers to provide applications to assist users in finding bicycles, and open docks in stations (where applicable).

Rebalancing Plan: The Consultant shall include a plan that demonstrates an understanding of rebalancing issues and how they will be addressed. The plan should include strategies for reducing the need for rebalancing and for minimizing incidents of bikes parked outside of Bike Share Stations or Hubs.

System Maintenance: Maintenance and repair responsibilities apply to all hardware and software components of the bike share system. The Consultant shall be responsible for developing and implementing a regular inspection, maintenance and repair schedule that keeps the system in continuous compliance with all local regulations, partner contracts, and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system elements including but not limited to

terminals, signs, bicycles, bicycle components, concrete or asphalt beneath stations, solar panels, website, operating system and all software. The System Maintenance will also include inspecting, cleaning and removing graffiti from system structures within 24 hours of discovery, as well as, removal of debris in and around the system structures.

C. Capital Needs

The Capital Needs for Phase 1 include one hundred thirty five (135) custom bike share bicycles and fifteen (15) custom bike share stations. The Capital Needs in Phase 2 will expand to twenty five (25) stations/hubs and two hundred twenty five (225) bikes. The City reserves the right to increase the number of stations/hubs and/or bikes. All capital needs will be provide by the Consultant by means of sponsorship for the program. The Consultant may not commence work under this Agreement until the City approves Title Sponsors.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Consultant by the City or recommended by the Consultant to the City in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The Consultant must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written Amendment signed by both parties.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on June 30, 2021. This Agreement may be renewed one (1) additional year at the request of the City.

IV. Schedule for Completion of Services

Time is of the essence. The Consultant shall complete any and all services performed under this Agreement within the timeframe as outlined in Exhibit C, Bike Share Equipment and Operation Program Timeline, more fully described and attached hereto.

If delay is foreseen Consultant shall give thirty (30) days prior written notice to the Purchasing Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. The Consultant must keep the City advised at all times of status of the project.

V. Compensation

Compensation to the Consultant will be provided by means of sponsorship of which, the City reserves the right to approve for Phase I, under this Agreement. Title Sponsor will confirm the total compensation for Phase I with Consultant prior to Consultant commencing work under this Agreement.

The Consultant shall provide full operational cost for services to the Bike Share System to include:

- A. 50 Pedelec Bicycles;
- B. 85 Regular Bicycles;
- C. Shipping;
- D. Planning & Installation;
- E. Testing and GoLive.
- F. Hybrid System: 10 stations (2 Kiosk, 8 wayfinding); 5 virtual stations/hubs (or as many as needed); Physical setup for 15 virtual stations/hubs.
- G. 135 recharging docking points;
- H. IT Infrastructure: Website; Mobile App; Back office and
- I. Ongoing Support.

The Consultant will use revenue generated from the bike share system to fund the full Operational and Maintenance cost from the bike share system. Consultant will share profits with the City after operations and maintenance costs have been met. Eighty (80%) percent of profits will be remitted to the City, to be used for bicycle improvements throughout the City. In the event that revenues are not sufficient to cover the operations and maintenance costs, the loss will be entirely assumed by the Consultant.

The Consultant shall provide a five (5) year warranty on all equipment installed for the Bike Share System.

VI. Indemnification, Hold Harmless and Insurance

The Consultant shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Consultant, its sub consultants, officers, agents and employees of any of the Consultant's obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Consultant shall promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense.

The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any sub consultant of the Consultant commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

The Consultant shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is sublet, the Consultant shall require the sub-consultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability Insurance: General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the Consultant, his agents, or representatives, employees or sub-consultants.

A. Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

B. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

A. The Consultant shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability that would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

B. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any sub-contractor of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured, except the City shall not be names as Additional Insured on Consultant's Professional Liability and Workers Compensation insurance.

VII. Permits and Licenses

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall be responsible for identifying the need for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

The Consultant shall procure a City of Columbia Business license while performing services under this Agreement.

VIII. Duties upon Termination

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any sub-consultant retained by the Consultant and related to the services required by the Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by the Agreement.

All reports, drawings, specifications, documents, and other deliverables of Consultant, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not.

XI. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, P.O. Box 147, Columbia SC 29217.

Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Bewegen Technologies, Inc., 9095 25th Avenue, Saint-Georges, Quebec G6A 1A1, Canada.

XII. Non-Discrimination in Contracting/Equal Opportunity Employment Policy

In carrying out the services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for services under this Agreement.

XIII. ASSIGNABILITY/SUB-CONSULTING

The Consultant shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-consultants to furnish all information and reports required hereunder.

XIV. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

XV. INTEREST OF CONSULTANT

The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

XVI. ETHICS

Consultant, for itself and on behalf of any sub-consultant(s), acknowledges that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employees official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

XVII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

XVIII. COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Agreement.

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under this Agreement.

IXX. PERSONNEL

All of the services required hereunder shall be performed by the Consultant and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Exhibit A, herein.

The Consultant represents that Consultant has, or will secure at Consultant's own expense, all personnel required in performing the services under the Agreement.

XX. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within Richland County, South Carolina.

XXI. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

XXII. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XXIV. SUCCESSORSHIP

The Agreement shall be binding upon the Consultant and upon its successors and assignees.

XXV. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

XXVI. COPYRIGHT

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

XXVII. Miscellaneous

Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of the Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

The Agreement is subject to City Council approval.

Witness the parties' respective hands and seals on the date first written above.

Erika D. Moore
Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: Jeff Palmer
Title: City Manager ACTING CITY MANAGER

3/16/2018
Date

BEWEGEN TECHNOLOGIES, INC.

Witness

By: _____
Title: _____

Date

Bewegen.2017.Bike.Share.System.Draft7 3.2.18.kr

APPROVED AS TO FORM

Joe 3/2/18
Legal Department City of Columbia, SC