



## CANOE, KAYAK AND PADDLEBOARD RENTALS AT RIVERSIDE PARK CONCESSIONAIRE AGREEMENT

This Agreement is made and entered into on July 1, 2021 by and between **Outdoor Augusta, LLC** (hereinafter the “Concessionaire”) and **Columbia County, Georgia** a political subdivision of the state of Georgia, (hereinafter the “County”).

**WHEREAS**, the County has identified a need to contract for Canoe, Kayak and Paddleboard Rental Services and the sale of such other products, as the County shall approve (hereinafter “Services”) to an outside vendor at Columbia County Riverside Park, located in Evans, GA.

**WHEREAS**, the Concessionaire desires to provide Services to patrons of Riverside Park and the County desires to engage Concessionaire for such purposes;

**NOW THEREFORE**, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Concessionaire and County hereby agree as follows:

1. Term. The Term of this Agreement shall be from July 1, 2021 to midnight June 30, 2023. During the Term Concessionaire shall provide the Services on the premises located outside of Columbia County Riverside Park at such site as may be designated by the County from time to time. County is granted the options to renew this Agreement under the same terms and conditions for a term of one year, beginning at the end of the initial term, for a second term of one year, beginning at the end of the first renewal term, and for a third term of one year, beginning at the end of the second renewal term. These options may be exercised by the County at any time prior to the beginning of the renewal term to which each option applies by giving written notice of the exercise of the option to the Concessionaire.
- 1.1 Concessionaire’s Duties. Concessionaire shall provide the Services, as listed in Concessionaire’s Proposal, which is Exhibit “A”, during such times as the County and Concessionaire shall agree. Concessionaire shall also provide services during all Special Events held at the Riverside Park, as requested. The type and quantity of service will correspond to the specifications in the County’s Solicitation, RFP# 2021012-RFP1010, which is Exhibit “B” (the Solicitation), and attached hereto and made a part hereof. In the event of conflicting specifications for the Work, Exhibit “B” (the Solicitation) shall govern. The Vendor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.
2. Products.
  - a. All items for rent or sale are the responsibility of Concessionaire. The County assumes no liability associated with theft or damage of canoes, kayaks, paddleboards, parts equipment, other products, food or beverage or packaging or dispensing machinery. No alcoholic beverages may be sold by Concessionaire unless specifically approved in writing by the County.
  - b. After County and Concessionaire have established the initial product price list, any additional products or changes in price are subject to the approval of the County.
  - c. The Concessionaire will ensure that all rental products offered are well maintained and inspected for safety prior to renting. The Concessionaire assumes all liability associated with products provided for rent, repair or sale.
  - d. The Concessionaire will ensure that all food or beverage products offered for sale are fresh and are within the product freshness date (if any). The Columbia County Health Department may inspect for product quality.
  - e. The Concessionaire must have a Columbia County Occupation Tax Certificate.

38910

\_\_\_\_\_  
Columbia County Occupation Tax Certificate #

4. Insurance: Concessionaire shall not commence Work under this Agreement until he has obtained all the



insurance required under this paragraph and such insurance has been approved by the County, nor shall Concessionaire allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.

- a. Worker's Compensation Insurance: Concessionaire shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.
- b. Public Liability and Property Damage Insurance: Concessionaire shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
  - i. Public Liability and Property Damage Liability Insurance: Concessionaire shall carry, with respect to the operations he performs, regular Concessionaire's Public Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident, and regular Concessionaire's Property Damage Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Concessionaire, shall be provided by or in behalf of the subcontractor to cover his operation.
  - ii. Automobile Liability Insurance: (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person, and, subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000) on account of one accident. (b) Property damage in an amount not less than one million dollars (\$1,000,000) for any one damage claim, and in an aggregate amount up to one million dollars (\$1,000,000) during the Policy Period.
- c. Proof of Carriage of Insurance: Concessionaire shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Concessionaire shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Concessionaire shall suspend all work or operations until such time as Concessionaire shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

## 5. Procedures.

- a. All schedules for the providing of Services will be approved in advanced by the County and delivered to the Concessionaire. Notice for Special Events shall be provided at least seven (7) days prior to the Event. The County will notify the Concessionaire of any cancellation of Events.
- b. The Concessionaire will ensure that the areas in which he operates and the immediate surrounding areas are neat, clean and presentable at all times. The Concessionaire shall be responsible for all supplies and labor necessary for the cleaning and upkeep of the area in which he operates. The County **WILL NOT** provide Janitorial Services for Concessionaire's areas.



- 6. Equipment and Services. The County will not provide any equipment to Concessionaire.
- 7. Employees. The County requires that all employees of the Concessionaire be professional, polite, courteous, and dressed appropriately at all times. The County may require additional Concessionaire employees if any area used is not staffed with employees sufficient to handle the customers.
- 8. Maintenance. The County shall not be responsible for repairs or maintenance to the area or equipment used by Concessionaire.
- 9. Termination. The County or Concessionaire may terminate this Agreement without cause with a (30) day prior written notice to the other party.
- 10. Watercraft. The Concessionaire is authorized to rent watercraft under this Agreement per these terms and conditions.

All participants renting any watercraft must execute the Waiver, Release of Liability and Assumption of Risk Agreement, which is Exhibit “C”, attached hereto.

- 11. Payments/Monthly Reports. The Concessionaire shall pay to County through its Finance Department, 630 Ronald Reagan Drive, Building C, 3<sup>rd</sup> Floor, Evans, Georgia, the amount of seven percent (7%) of gross revenue per month due on the 5<sup>th</sup> day of each calendar month, beginning on the date the Concessionaire first commences business. This amount shall be deemed late if not received by the 10<sup>th</sup> of each month and will be subject to a \$50.00 late fee. If the business is commenced on a date other than the first day of a calendar month, the amount due will be prorated on the basis of the number of days remaining in the calendar month.
- 12. Indemnification/Duty to Defend. During and after the term hereof, Concessionaire agrees to indemnify and hold harmless the County for all personal injuries, deaths, property loss or damage, or any other damages to any and all third parties, from any and all causes of action, claims, loss or damages, including reasonable attorney’s fees incurred in connection therewith, resulting to the County from any acts of the Concessionaire, its directors, officers, agents, or independent contractors in the performance of this Agreement. Upon written request by County, Concessionaire shall defend and provide legal representation for any claims arising out of this Agreement due to the actions or inactions of the Concessionaire or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Concessionaire shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of County.
- 13. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 14. Notices. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first-class mail, return receipt requested, to the address as given herein, or such addresses as may be designated in writing from time to time during the term of this Agreement.

To County:

Columbia County, Georgia  
Community and Leisure Services  
P. O. Box 498

To Concessionaire:

Outdoor Augusta, LLC  
471 Cambridge Way  
Martinez, Georgia 30907



Evans, GA 30809  
Attn: Parks & Recreation Manager

Attn: Andy and Amy Colbert


- 15. Amendment of Agreement. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
- 16. Assignment. This Agreement, or any interest therein, shall not be assignable by the Concessionaire to any other party without the prior written consent of the County.
- 17. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County’s future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days’ notice to Concessionaire. County shall not be further obligated to the terms under this Agreement.
- 18. Complete Agreement. It is understood and agreed between the Parties that this Agreement constitutes the entire Agreement between them, both oral and written, and that all prior agreements or representations respecting the subject matter hereof, whether written or oral, expressed or implied, shall be abrogated, canceled, and are null and void and are of no effect.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of May 4, 2021.

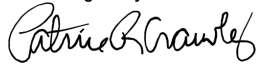
**COLUMBIA COUNTY, GEORGIA**

**OUTDOOR AUGUSTA, LLC**

DocuSigned by:  
  
 By: 5DDFC64E6F2F41A...  
 Douglas R. Duncan, Jr., Chairman  
 Columbia County Board of Commissioners

DocuSigned by:  
  
 By: AECAFBDA8A214A9...  
 Andy & Amy Colbert, Owners  
 Outdoor Augusta, LLC

**ATTEST:**

DocuSigned by:  
  
 By: 31F0DC71CCE14D3...  
 Patrice Crawley, County Clerk  
 Columbia County Board of Commissioners

Date: 5/4/2021







**EXHIBIT “A”  
(ORIGINAL CONCESSIONAIRE’S PROPOSAL SUBMITTED AS ATTACHED)**

OUTDOOR AUGUSTA - RIVERSIDE



## Question Set 1: Qualifications & Experience

#	Question	Response	Comment
<b>Executive Summary</b>			
1.1.1	Include a brief overview of the key elements of your proposal. Highlight any features or areas that differentiate your services and products from your competitors.	Included	Outdoor Augusta is the original stationary kayak outfitter to Riverside Park boat ramp frequently referred to as Betty's Branch. We are entering our 6th season and have seen continual growth and success each year. Working closely with Columbia County Visitors Bureau and the Serene18 campaign, we have helped contribute to drawing people to Columbia County for the unmatched natural resource we all have in our backyard. The campaign has drawn so many new people, local and outside of the CSRA, to our specific location and we have such great pride and continual excitement in creating a destination location in and for Columbia County. Open year round with a seasonal emphasis from March-October, we offer a packed calendar of original events for the paddling community including Full Moon Paddles, Sunset Paddles, summer camps and Eat at Betty's featuring live local music. In addition, we have designed merchandise that features the attributes at our location, highlights Columbia County and helps brand and market Betty's Branch as a destination location.
1.1.2	Please indicate which location your company is interested in providing rental services to. You are able to bid on a single location or both locations.	Riverside Park Location	Riverside Park
<b>Corporate Profile/Staff</b>			
1.2.1	Include a brief overview and history of your firm.	Included	Established in 2013 as a storefront in Evans Village and transitioned to Riverside Park in 2016 specializing in self guided kayak rentals as well as guided tours of Betty's Branch and other Serene18 locations. Owned by husband and wife team, Amy & Andy Colbert, of which Andy is a native to Columbia County. By trade, Amy is a registered nurse with 11 years at the Children's Hospital of Georgia and Andy is a photographer and musician who has been performing in and around Columbia County for the past 15 years. We have found our greatest success as outdoor fun enthusiasts promoting safety, know how and enjoyment in recreational water sports. In the height of the season, we employ a variety of volunteers and employees who are familiar to the paddling community and to the river. Over our last five years at Riverside Park, we have established summer events that have become a staple in summer fun as well as a summer camp that serves over 130 children each year and the buzz and excitement for this year's camp has already started! As well, Outdoor Augusta has maintained and developed working relationships with the Savannah Riverkeeper, the Archeological Conservatory that maintains historical Stallings Island, Columbia County Parks & Recreation Department, WJBF, Fox54, Columbia County Visitors Bureau, Department of Natural Resources and this most recent season have been working with Augusta University in
1.2.2	Indicate the contractual entity which will be responsible for the performance of all aspects of this contract. Provide name of firm, local address, local contact person, email address, and telephone number.	Included	Outdoor Augusta. Amy & Andy Colbert, owners. 471 Cambridge Way Martinez Georgia 30907. outdooraugusta@gmail.com. 706-399-4037
1.2.3	Indicate your firm's number of years in business	Included	9
1.2.4	Indicate your firm's number of employees on staff	Included	Two full time employees and 2-3 part time employees during the heavy months. There are typically 8-12 employees/volunteers per event employed.

1.2.5	Provide information that best illustrates your company's qualifications and experience for completing the work.	Included	Both owners are well versed in the local area with regards to the Savannah River and river safety. Prior to owning Outdoor Augusta, Andy was a certified whitewater river guide on the French Broad River outside of Asheville, NC and has completed a wilderness first aid course. Outdoor Augusta is nearing 10 years as a local business in Columbia County, well established and widely celebrated by the community for its organic goodwill, fun and respect for the Savannah River. As an employer, we have low turnover in both volunteers and employees adding to our depth in knowledge and familiarity. Outdoor Augusta is integrated with the development of the Serene18 campaign and works closely with the Columbia County Visitors Bureau in promoting tourism to our area. Three years ago, we purchased a small motorboat to help increase our ability to be of emergent assistance if and when needed which has led to beneficial open communication with DNR and the Columbia County Sheriff's Department.
1.2.6	Provide qualifications of the personnel who would be involved in the work, in relation to the tasks that are proposed to be undertaken.	Included	Our staff is a healthy mix of individuals who love recreational water sports and have a vast knowledge of the sport and the river. Also included in the mix of employees are Eagle Scouts, lifeguards, fitness instructors, Young Life program leaders, EMT's, nurses, medical assistants and teachers.
1.2.7	Provide copies of any and all applicable licenses and/or certifications that your firm holds.	Included	All copies of licenses are uploaded to "Additional Information" Business, occupational, insurance, Federal Tax ID

9 Questions

100.00% Complete



## Question Set 2: Methodology & Approach

#	Question	Response	Comment
<b>References</b>			
2.1.1	List three (3) references for similar services listed in this Request for Proposal. Provide Company name, address, services contracted, point of contact, email address, phone number, and date contract awarded. This information will be used as a gauge to help the County determine the quality, reliability, dependability, consistency, safety issues, and overall satisfaction levels exemplified by your firm.	Included	Archeological Conservatory Contact Name Jessica Fleming Contact Number 662-326-0025. Address PO Box 270 Marks, Mississippi 38646. Outdoor Augusta has helped the conservatory as a representative of the the organization in promoting the history and preservation of Stallings Island as well as care and transportation of animals on the island when needed. Savannah River Academy Contact name Maribeth Burns, headmaster. Contact number 706-729-4462. Address 213 Old South Belair Road, Grovetown Georgia 30813. savannahriveracademy@gmail.com. Outdoor Augusta has been hired by SRA for multiple kayak instruction classes of school age children. These classes involved Outdoor Augusta transporting multiple vessels to the school for use on their private pond. The classes involved teaching basic kayak instruction, safety and river knowledge. Hain Tennis Academy Contact Name Cheri Hain. Contact Number 706-524-3997 email cherilhain@gmail.com. For the past two summers, Outdoor Augusta has teamed up with Hain Tennis Academy which hosts tennis summer camps at Riverside Park. This collaboration provides tennis campers an afternoon of fun on the water after tennis clinics. Again, Outdoor Augusta provides basic kayak instruction, safety and knowledge of the river to campers. Department of Natural Resources Contact Name Captain Bobby Timmerman, contact number 229-539-8564 email bobby.timmerman@dnr.ga.gov
<b>Methodology &amp; Approach</b>			
2.2.1	Indicate your firm's workable hours	Included	Outdoor Augusta is open year round. From the months of November-March, we provide rentals based on reservations with adequate signage at Riverside Park advertising such availability. During the months of April-October, Outdoor Augusta is open from 8am-sunset, 7 days a week including holidays.
2.2.2	Indicate your proposed services to be offered	Included	Outdoor Augusta proposes to continue to provide exemplary customer service, instruction and availability of rentals to all customers at a reasonable, competitive rate. We plan on continuing to plan and execute successful, safe events for all ages and military groups. In 2020, we purchased a shuttle bus to provide patrons transportation to Thurmond Dam, as that is the next planned inclusion to the Serene18 campaign. In addition to the Thurmond Dam, the shuttle will also provide transportation to other Serene18 locations. Future plans for the shuttle bus include an afterschool kayak club that provides pick up services at Columbia County schools and returns children to Riverside Park to participate in afterschool activities. In the beginning months of 2021, with permission of Columbia County, we built an additional building to our existing place to provide storage for our fleet and to begin bringing more retail opportunities into our business in the existing structure.
2.2.3	Provide an outline of how your firm normally proceeds with the start up of a new event and provide a summary of how your firm handles supervision, follow up, and customer service.	Included	A new event for Outdoor Augusta is multifaceted. It requires scouting site for availability and navigability, ease of access with putting in and pulling out of kayaks, evaluating safety, potential risk and issues, assess skill and knowledge of each patron as well as determining appropriate ratio of Outdoor Augusta staff to registered patrons. In addition, Outdoor Augusta holds team meetings prior to events to thoroughly discuss route, coordinate and delegate appropriate roles of team members, identify beginner customers to be watchful of while paddling and phone tree communication to be used in the event of an emergency. Also important in the success of planning an event is marketing and social media promotion to increase exposure, sharing and numbers of participants. In regards to follow up, we have team debriefings post events to discuss issues experienced during event by both staff and customers as well as brainstorming ideas between employees to improve for all at next event. We closely track social media and google reviews for customer service accolades, event suggestion and improvement as well as highlights of personal experiences at
2.2.4	Provide a time frame from date of award of contract (from issuance of a written Notice to Proceed) to the actual implementation of the contract.	Included	Outdoor Augusta is currently established at Riverside Park. If informed of Notice to Proceed following bid turn in, we would immediately and GLADLY continue to provide rental services year round.



2.2.5	Please provide details on your rental inventory (number of canoes, kayaks, paddleboards, etc.)to be provided at each location.	Included	34 single kayaks, 7 paddleboards, 7 canoes and 12 tandems. As a side note, we contacted the largest kayak dealer in the US to order additional boats for this season and the option for order fulfillment is not available until Fall 2021 due to high consumer demand and production restraints during this pandemic era.
2.2.6	Provide details on the training given to rental patrons.	Included	From the moment a customer walks up to rent a kayak, our staff is assessing their familiarity with the location and the Savannah River flow, their physical capacities and range of skill with ability to swim as well as competency in paddling sports. All customers are given a laminated map prior to entering the water with an explanation of route, water flow and dam release times. Those patrons in need of individualized lessons are given basic skill techniques and instruction on the shore prior to launch. If needed, the option is available for on water instruction and accompaniment by an Outdoor Augusta employee until a solid comfort level is satisfied by both patron and staff member. Lifejackets are required and provided for each vessel. However, it is only mandated to be worn if 12 years old and younger. Our staff encourages those patrons not familiar with the river or swimming to wear lifejacket while paddling for safety.
2.2.7	Provide details on any other innovative and original ideas above and beyond the scope of work that is requested. The County would encourage any other suggestions, with cost estimates if applicable, beyond the stated services that would provide improved efficiency or beneficial service enhancements.	Included	Beyond the scope of rentals and our staple community events, Outdoor Augusta has contributed in multiple ways to the betterment of Riverside Park, the Savannah and Little Rivers and the paddling community in general. Through the RiverGiver, a non profit started by Outdoor Augusta, we have been able to construct and provide to the general public wood patio tables on the fishing and boating docks at Riverside Park (estimated cost in time & materials \$180). New in 2021 and located immediately at the board ramp, also provided thru the RiverGiver, is a community board that houses a descriptive map of the Savannah River from the Thurmond Dam to North Augusta, SC, important phone numbers for public use such as DNR, Coumbia County Sheriffs Department and the Thurmond Dam release info phone number plus rules & regulations for kayaking the Savannah River. Located on the back of the community board is a lifejacket loaner station which provides immediate access to lifejackets for those individuals without knowledge of lifejacket requirement or those who have forgotten one and are in need. (estimated cost in time and materials \$250). The RiverGiver program also collects donations as an opportunity to provide a summer camp experience to a child who otherwise financially may not be able to attend. Outdoor Augusta began the TrashPatrol campaign which rewards the general public who return trash from the river to land with TrashPatrol shirts, stickers and hats. The TrashPatrol campaign extends to summer campers as well as Columbia County senior high school students who have made Savanah River clean up part of their required senior projects. In addition, Outdoor Augusta is always vigilant in the maintenance of waterways by providing removal of downed trees blocking passage by paddlers and motor boats. All the events hosted by Outdoor Augusta are original in both creation and delivery. Full Moon Paddles occur once a month in the summer months. Glow neccklaces and bracelets as well as glow lights for boats are provided at no cost to registrants by Outdoor Augusta functioning in both safety

8 Questions

100.00% Complete

### Question Set 3: Additional Information

#	Question	Response	Comment
<b>Terms &amp; Conditions Acceptance</b>			
3.1.1	Acknowledge that your firm agrees to all terms and conditions as listed in this RFP	Agree	We agree to all terms and conditions listed in this RFP.
3.1.2	Acknowledge that your firm agrees to all terms and conditions as listed in the draft contract. Indicate any changes your firm deems necessary so we may consult with our Attorney in advance of award. If any firm should disagree with the terms and conditions set forth in the attached contract, Columbia County reserves the right to consider their proposal non-responsive. As this is not the "final" contract, the attached contract draft does NOT need to be signed.	Agree	We agree to all terms and conditions listed in the draft contract.
3.1.3	Acknowledge that your firm, if awarded this contract, agrees to submit a monthly statement of revenue earned to Columbia County.	Agree	We agree to provide a monthly statement of revenue earned to Columbia County.
<b>3 Questions</b>		<b>100.00% Complete</b>	

## Question Set 1: Cost Proposal

#	Question	Response	Comment
<b>Cost Proposal</b>			
1.1.1	Provide the percentage (%) of total revenue generated from the rental of canoes, kayaks, paddleboards, and accessories that your firm proposes to pay Columbia County on a monthly basis.	Provided	7%
1.1.2	Provide a list of equipment available for rent as well as the rental cost per item.	Provided	Prices listed are for all day rentals. \$25 single kayak. \$25 stand up paddleboard. \$40 tandem. \$40 canoe. All military receive \$5 off any rental.
<b>2 Questions</b>		<b>100.00% Complete</b>	







HOSTED BY  
**OUTDOOR  
AUGUSTA**

**4<sup>th</sup>  
ANNUAL**

**CALYPSO**

**WHEEL**

**Cookout**

**SATURDAY  
MARCH 20**

**RIVERSIDE PARK 25 DOLPHIN WAY, EVANS GA 30809**





# CALLING ALL BOY SCOUTS!

Join Outdoor Augusta for an adventure on the Savannah River. Columbia County's great natural resource in our own backyard. See wildlife, become an explorer, and experience the outdoors by water. Guided tours and group rates available.

FOR INFO & RESERVATIONS CALL 706.399.4037 OR EMAIL [OUTDOORAUGUSTA@GMAIL.COM](mailto:OUTDOORAUGUSTA@GMAIL.COM)



OUTDOOR AUGUSTA - RIVERSIDE



# CALLING ALL GIRL SCOUTS!

Join Outdoor Augusta for an adventure on the Savannah River. Columbia County's great natural resource in our own backyard. See wildlife, become an explorer, and experience the outdoors by water. Guided tours and group rates available.

FOR INFO & RESERVATIONS CALL 706.399.4037 OR EMAIL [OUTDOORAUGUSTA@GMAIL.COM](mailto:OUTDOORAUGUSTA@GMAIL.COM)



CLEVELAND, OH 44101

OUTDOOR AUGUSTA - RIVERSIDE

548193 3146 1 AB 0.419 PGULA03L 015 003146

Named insured

AMY COLBERT  
WILLIAM COLBERT  
471 CANBRIDGE WAY  
AUGUSTA, GA 30907

**Policy number: 07596684-5**

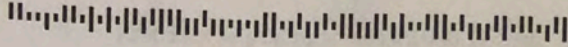
Underwritten by:  
Progressive Mountain Insurance Co  
January 13, 2021  
Policy Period: Nov 7, 2020 - May 7, 2021  
Page 1 of 3

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24 hours a day, 7 days a week.



# Commercial Auto Insurance Coverage Summary

## This is your Declarations Page

### Your coverage has changed

Your coverage began on November 7, 2020 at 12:01 a.m. This policy expires on May 7, 2021 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852GA (02/19), 4757GA (02/19), 1198 (01/04), 5701 (02/19), Z311 (02/19), Z313 (02/19), 4852GA (02/19), 4881GA (02/19), Z228 (01/11), A274GA (02/19) and Z435 (12/06).

The named insured organization type is a sole proprietorship.

### Policy changes effective January 12, 2021

Premium change:	\$811.00
Changes:	The auto coverage schedule has changed.


The changes shown above will not be effective prior to the time the changes were requested.

### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,409
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist - Added On			269
Bodily Injury and Property Damage	\$500,000 combined single limit		
Deductible Applies To Property Damage		\$250	
Medical Payments	\$5,000 each person		38
Comprehensive			118
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			406
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			16
See Auto Coverage Schedule			
Roadside Assistance			6
See Auto Coverage Schedule			
<b>Subtotal policy premium</b>			<b>\$3,262</b>
Fees			30
<b>Total 6 month policy premium and fees</b>			<b>\$3,292</b>



OUTDOOR AUGUSTA - RIVERSIDE

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 04-22-2014

Employer Identification Number:  
46-5450017

Form: SS-4

Number of this notice: CP 575 B

OUTDOOR AUGUSTA  
AMY COLBERT MBR  
4414 EVANS TO LOCKS RD STE 1  
EVANS, GA 30809

For assistance you may call us at:  
1-800-829-4933IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-5450017. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



OUTDOOR AUGUSTA - RIVERSIDE



OUTDOOR AUGUSTA - RIVERSIDE



# SUMMER CAMP



**Ages 10-14**

**June & July Sessions**

**706-399-4037**

**For More Info Visit**

**[www.oariverside.com](http://www.oariverside.com)**

OUTDOOR AUGUSTA - RIVERSIDE



**CALL FOR RESERVATIONS  
OPEN YEAR ROUND**

**KAYAK - CANOE - PADDLEBOARD  
706-399-4037**

**25 Dolphin Way, Evans GA 30809  
[www.outdooraugusta.com](http://www.outdooraugusta.com)**



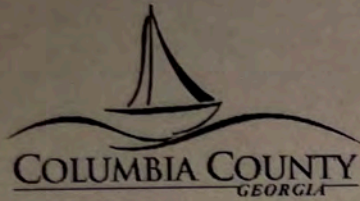
OUTDOOR AUGUSTA - RIVERSIDE

FORM LLICV

tylerbusinessforms.com

877.749.2090

TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED



# OCCUPATIONAL TAX

# 2021

EXPIRATION DATE: 12/31/2021  
 ACCOUNT NUMBER: 38910  
 ISSUE DATE: 01/04/2021  
 LEGAL NAME: OUTDOOR AUGUSTA, LLC  
 DOING BUSINESS AS: OUTDOOR AUGUSTA RIVERSIDE  
 PHYSICAL LOCATION: 25 DOLPHIN WAY, EVANS GA 30809

APPLICANT: COLBERT, AMY

AMOUNT DUE: \$100.00  
 LATE FEE: \$0.00

THE FOLLOWING BUSINESS IS PERMITTED AND  
 SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS.  
 USED MERCHANDISE STORES  
 NAICS 453310

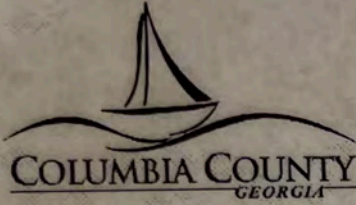
TOTAL PAID: \$100.00

MAILING ADDRESS  
 OUTDOOR AUGUSTA, LLC  
 471 CAMBRIDGE WAY  
 MARTINEZ, GA 30907

THE BOARD OF COMMISSIONERS SHALL HAVE THE RIGHT TO  
 SUSPEND ANY CERTIFICATE OR LICESNE IF THE BUSINESS  
 VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE  
 STATE OF GEORGIA, OR COLUMBIA COUNTY. CERTIFICATES AND  
 LICENSES ARE NOT TRANSFERRABLE. A CHANGE IN LOCATION  
 OR OWNERSHIP REQUIRES A NEW APPLICATION.



DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER  
TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED



# BUSINESS LICENSE

# 2021

EXPIRATION DATE: 12/31/2021  
 ACCOUNT NUMBER: 38910  
 ISSUE DATE: 01/04/2021  
 LEGAL NAME: OUTDOOR AUGUSTA, LLC  
 DOING BUSINESS AS: OUTDOOR AUGUSTA RIVERSIDE  
 PHYSICAL LOCATION: 25 DOLPHIN WAY, EVANS GA 30809

APPLICANT: COLBERT, AMY

THE FOLLOWING BUSINESS IS PERMITTED AND  
 SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS.  
 USED MERCHANDISE STORES  
 NAICS 453310

MAILING ADDRESS  
 OUTDOOR AUGUSTA, LLC  
 471 CAMBRIDGE WAY  
 MARTINEZ, GA 30907

THE BOARD OF COMMISSIONERS SHALL HAVE THE RIGHT TO  
 SUSPEND ANY CERTIFICATE OR LICESNE IF THE BUSINESS  
 VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE  
 STATE OF GEORGIA, OR COLUMBIA COUNTY. CERTIFICATES AND  
 LICENSES ARE NOT TRANSFERRABLE. A CHANGE IN LOCATION  
 OR OWNERSHIP REQUIRES A NEW APPLICATION.







**EXHIBIT “B”  
(COUNTY’S ORIGINAL REQUEST FOR PROPOSAL SUBMITTED AS ATTACHED)**



COLUMBIA COUNTY, GEORGIA

RFP# 2021012-RFP1010

CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR

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Proposals are due on **Thursday, March 18, 2021** no later than **12:00:00 PM EST** Online at <https://columbiacountyga.bonfirehub.com>

**Deadline for Questions will be**  
**Wednesday, March 10, 2021 at 5:00:00 PM EST**

Please email any questions to Chris Landers:  
[clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)

**\*PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING  
THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE PROPOSAL  
OPENING\***



COLUMBIA COUNTY, GEORGIA  
RFP# 2021012-RFP1010  
CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR

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DRAFT CONTRACT .....ATTACHED





**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021012-RFP1010**  
**CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR**

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## General Information

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- **Specifications / Requirements / Documentation can be obtained by registering on the Columbia County E-Procurement website: <https://columbiacountyga.bonfirehub.com>**
  
- **Any inquiries should be directed to:**  
**Chris Landers, CPPB, Procurement Supervisor**  
**Columbia County Board of Commissioners**  
**Procurement Department**  
500 Faircloth Drive, Building E  
Evans, GA 30809  
E-mail: [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)
  
- **Proposals will be received at:**  
**<https://columbiacountyga.bonfirehub.com>**
  
- Proposals are due **Thursday, March 18, 2021 no later than 12:00:00 PM EDST**. Proposals received after this time will be marked "LATE" and will not be considered.
  
- No faxed or e-mailed proposals will be accepted.
  
- If a vendor becomes aware of alternate solutions or objections that do not meet the attached specifications, it is to the vendor's advantage to notify the Procurement Department no later than **5 working days** before the proposal opening date. Procurement, along with the requesting department, will determine if an addendum revising the specifications will be issued or postponement of the proposal opening is necessary.
  
- All requested information should be provided in order for a proposal to be considered responsive. However, any vendor which submits in its proposal to the County any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
  
- Addenda will be posted on the Columbia County E-Procurement web site (<https://columbiacountyga.bonfirehub.com>).
  
- **Email** Chris Landers at [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov) should any questions arise.

Glenn O'Steen, MBA  
Procurement Manager



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021012-RFP1010

### CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR

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## Background & Purpose

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The Columbia County Board of Commissioners has issued this RFP for the sole purpose of obtaining proposals from qualified vendors to provide the rental of canoes, kayaks, paddleboards, and associated accessories and concessions.

The vendor will set up a portable rental site at both the Historic Augusta Canal Headgates and at Riverside Park. Vendor will coordinate with County staff on exact setup locations at each park. The vendor will create and follow consistent operating hours. The vendor will provide all equipment and training for patrons paying for the rental items.

The Columbia County Board of Commissioners intends these specifications to set forth and convey to prospective contractors the general type, character and quality of the services desired for Columbia County as described herein. Any brands or specifications listed are not intended to restrict competition but to provide a listing of the minimum requirements.

This contract will be overseen primarily by Columbia County Community Services. It is the intent of Columbia County to enter into a contract for an initial one-year term, beginning July 1, 2021 and terminating on June 30, 2023. Unless the County, in its sole and absolute discretion, shall elect in writing to not renew the Agreement prior to the end of the original term, the County, in its sole and absolute discretion, may elect to renew this agreement for up to three (3) additional one-year terms, each ending on June 30 of the relevant year, as described below:

- Initial Term     July 1, 2021 – June 30, 2023
- Renewal 1       July 1, 2023 – June 30, 2024
- Renewal 2       July 1, 2024 – June 30, 2025
- Renewal 3       July 1, 2025 – June 30, 2026

## Scope of Work

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The awarded vendor **MUST** comply, at a minimum, with the following:

- The vendor will set up a work site in a pre-determined location approved by the management of the site. Rentals will be provided for a myriad of patrons single riders and families with children of all ages.
- All services must be performed with professionalism. All canoes, kayaks and safety equipment must be provided by the vendor and be in proper working order to insure the safety of the patrons.
- Life jackets and training must be provided by the vendor to ensure proper fit as well as the proper knowledge of operating the canoe or kayak.
- The rental area must be kept in a clean and orderly manner and all equipment must be secured nightly. Columbia County will not be responsible for the safety of the vendor's equipment.
- All equipment necessary to provide the prescribed services is to be provided by the preferred vendor. Columbia County will allow one electrical connection (20amp) to outlet, at a temporary location, to power a small air compressor and/or an electrical fan during hot weather.



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021012-RFP1010

### CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR

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## Mandatory Requirements

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The attached questionnaire(s) should be completed in their entirety, and directly within the questionnaire spreadsheet(s) provided in Bonfire. Your firm's responses to the questionnaire(s) will be used to compare each firm side by side. Please be sure to include the answers to all questions within the appropriate cells for each. "See page..." or "See exhibit..." is **NOT** recommended. At a minimum, a summary of your complete answer is to be included on the spreadsheet. Columbia County requires proposals to be easy to understand and all reasonable care should be taken to limit responses to pertinent information. Do not include unnecessary or extraneous information. Any additional company/marketing information is welcome and should be presented as attachments within the 'Additional Information' area in Bonfire.

## Cost Information

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All cost information **SHOULD** be submitted in the appropriate questionnaire in Bonfire. Any additional information/attachments related to Costs are welcome and should be presented as attachments in **the 'Additional Cost Information'** area in Bonfire. Cost information **SHOULD NOT** be included in **ANY** other section of your RFP submittal.

## Selection Process

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The Evaluation Committee, which is comprised of representatives from various departments within Columbia County, will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that the proposal will qualify for consideration. Columbia County desires to receive proposals only from companies who can demonstrate the specified qualifications described within this RFP.

## Proposal Evaluation Criteria

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The following criteria will be used to evaluate all proposals. Please note the proposal must meet all mandatory requirements in order to be evaluated.

<u>CRITERIA</u>	<u>POINTS</u>
A. Qualifications & Experience	100
B. Methodology & Approach	400
C. Cost	500

<b>TOTAL POINTS 1000</b>
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**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021012-RFP1010**  
**CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR**

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## Procedures for Submitting Proposals

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Each vendor must carefully follow all instructions included within the formal solicitation documents regarding the proper submission of a response. **Failure to comply with conditions set forth in the solicitation may result in disqualification.**

Each Proposer should complete and submit all requested items and information within the Bonfire portal at <https://columbiacountyga.bonfirehub.com>.

Questions about the responses to the request for proposals should be made **in writing** via the Bonfire portal. Questions may also be submitted via mail or email to:

Attn: Chris Landers, Procurement Supervisor  
Mailing Address: Columbia County Board of Commissioners  
Procurement Department  
500 Faircloth Drive, Building E  
Evans, GA 30809  
E-mail: [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)

- Proposals must be received no later than **Thursday, March 18, 2021 at 12:00:00PM** to be considered. Responses received after this time will be unopened and marked **LATE**.
- **Deadline for questions will be Wednesday, March 10, 2021 at 5:00 PM.**
- Responses will be retained as property of Columbia County.

## Final Selection

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The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Columbia County Board of Commissioners will make the final decision.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021012-RFP1010**  
**CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR**

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## Terms and Conditions

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1. **Columbia County, GA (the County) reserves the right to reject any or all proposals.**
2. The County reserves the right to accept proposals deemed advantageous to the Board of Commissioners.
3. The County is NOT liable for any costs incurred by proposers prior to the issuance of a Notice to Proceed. The County shall not be liable for any expense incurred in connection with preparation of a response to this document. Vendors should prepare a straightforward and concise description of their ability to meet the requirements of this document.
4. It is the intent of the County to award a contract for these products and/or services based on an evaluation of all proposals for a period of one (1) year with an option to renew for four (4) additional one year terms.
5. Any objections to the specifications, scope of work, or requirements should be filed in writing prior to the proposal deadline. Procurement, along with the requesting department, will determine if an addendum revising the solicitation documents will be issued or postponement of the proposal opening is necessary. The County is interested in any and all details of other innovative and original ideas above and beyond those discussed in this Request for Proposal.
6. The County will evaluate all qualifying proposals that are submitted. All requirements in this RFP should be satisfied to ensure that the proposal would qualify for consideration. The County desires to receive proposals only from Vendors who can demonstrate the specified qualifications mentioned in this RFP.
7. All requested information should be provided in order for a proposal to be considered responsive. However, any vendor which submits in its proposal to the County any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
8. The contracted company will correct any and all errors and omissions that they make, at their own expense.
9. Responses will be retained as property of Columbia County, GA.
10. Columbia County does not guarantee quantities.
11. County staff MAY elect to hold presentations and/or interviews. All firms responding to this Request for Proposal should be available, if deemed necessary by the County, within two (2) weeks following the proposal due date.
12. The selected company shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the County that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; they have had experience of a same or similar nature; they have a past history and references which will assure the company's qualifications for executing the work.
13. The successful company shall not discriminate against any person in accordance with Federal Laws or Regulations.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021012-RFP1010**  
**CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR**

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**Terms and Conditions (Cont.)**

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14. Columbia County reserves the right to use any and all concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the products and services requested. Selection or rejection of proposal(s) will not affect this right. All proposals will be evaluated and, at Columbia County's discretion, an award made to the Proposer who demonstrates the best ability to satisfy the scope of work in the most timely and cost effective manner possible.
15. All rates shall be guaranteed through the initial one year term of the contract, unless otherwise specified.
16. The term of the contract(s) issued as a result of this request for proposal shall be for not less than one year, subject to earlier termination as provided by law and by the terms of the contract. In addition, unless otherwise specified in the proposal, the award of this contract shall include the right at the option of the County, contingent upon the agreement by both parties to any change in rates/costs or services, to renew and extend this contract on a year-to-year basis as may be permitted by applicable law and County Policy, for up to four (4) additional one year terms.
17. Columbia County reserves the right, if deemed necessary, to conduct discussions with any or all Proposers for the purpose of clarification of proposals.
18. Columbia County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Work stated in this Request for Proposal.
19. This RFP does not constitute an offer or a contract with the Proposer. A contract or agreement is not implied until a contract is approved and executed by the Columbia County Board of Commissioners.
20. Columbia County reserves the right to cancel the contract with a 30-day notice if it is determined by the Board of Commissioners that service or product(s) are unsatisfactory.
21. All proposals are to remain confidential until award is made or RFP is canceled. Any proposer distributing, publishing, or posting their proposal prior to this time may be subject to disqualification.
22. Companies must have a willingness to commit to specified levels of performance for service and quality.
23. Any interpretation of the RFP will be made only via an addendum. Addenda will be prepared as quickly as possible for dissemination to all registered vendors for the specific commodity(ies).
24. Anyone making a proposal may withdraw their proposal up to the time specified as the closing time and date for acceptance of proposals. No proposer may withdraw, cancel, or modify their proposal except as requested by Columbia County, after being notified that the proposal has been accepted.
25. To inspect and/or receive records on previous solicitations, please visit <http://www.columbiacountyga.gov/community/information-/county-information/open-records-request> to submit your request through the Open Records Request Portal. By using this portal, you will have the ability to track and monitor your public records request. All Communication will be sent directly to your email account.
26. Compliance with Applicable Law Contractor agrees to comply with all federal, state, county and local laws ordinances and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation





**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021012-RFP1010**  
**CANOE, KAYAK, & PADDLEBOARD RENTAL VENDOR**

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**Terms and Conditions (Cont.)**

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statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all regulations and administrative rules established pursuant to those laws.

27. **Independent Contractor Status** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Columbia County for any purpose, and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that Columbia County provides for its employees.
28. **Severability** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
29. **All companies and their agents who intend to, or have submitted Proposals to this solicitation are hereby placed on formal notice that lobbying of Columbia County Government employees or members of the Evaluation Panel with the intent to manipulate the Procurement process may result in the immediate disqualification of such company by the County from further consideration for this project.**
30. **Indemnity and Insurance:** To the extent permitted by law, the Contractor shall indemnify and save Columbia County, its officers, agents, employees from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person(s); or damage or destruction to property, real or personal, arising directly or indirectly from the work performed by the consultant, its subcontractors or employees.



**EXHIBIT “C”  
(WATERCRAFT WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT  
SUBMITTED AS ATTACHED)**





## WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

### **I. DISCLAIMER**

YOU MUST BE AT LEAST 18 YEARS OF AGE TO RENT ANY WATER CRAFT. ANY ONE UNDER THE AGE OF 18 **SHALL NOT OPERATE** ANY WATER CRAFT AT ANY TIME.

This Waiver, Release of Liability and Assumption of Risk Agreement (hereinafter the "Agreement") is applicable to all renters, operators, passengers, and any other users of personal watercraft, paddleboards, kayaks, canoes, boating equipment, and accessories (hereinafter collectively the "Watercraft") provided by **Outdoor Augusta, LLC**, (hereinafter "Concessionaire") as well as any other affiliated entities or individuals thereunder. For purposes of this Agreement, the term Concessionaire shall include all members, managers, officers, employees, agents, representatives, assigns, successors, insurers and subsidiaries of Concessionaire. You agree that you are also signing this Agreement on behalf of any minor children for whom you are the parent, guardian, or whom you are otherwise responsible for the care, custody or control. You agree that you will disclose to Concessionaire all potential renters, operators, passengers and users of the Watercraft. You further agree that in the event that you fail to notify Concessionaire of all potential renters, operators, passengers or users of such Watercraft, you will be personally liable for any injuries or damages to the undisclosed individuals, even if such damages arise out of the gross negligence of Concessionaire.

### **II. EXPRESS ASSUMPTION OF RISK – CAUTION!! READ BEFORE SIGNING**

I ACKNOWLEDGE THAT THE RENTAL, OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT LEAD TO BODILY INJURY, DEATH, DROWNING, OR PROPERTY LOSS OR DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE IN SUCH ACTIVITIES. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES RELATING TO THE RENTAL, OPERATION AND USE OF THE WATERCRAFT INCLUDING THOSE ACTIVITIES I FEEL UNCOMFORTABLE WITH OR WHICH I DETERMINE CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF CONCESSIONAIRE, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE RENTAL, OPERATION AND USE OF THE WATERCRAFT.

### **III. RELEASE/COVENANT NOT TO SUE - CAUTION!! READ BEFORE SIGNING**

I HEREBY RELEASE AND HOLD HARMLESS, CONCESSIONAIRE AND COLUMBIA COUNTY, GA FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATIONS, OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF CONCESSIONAIRE AND/OR COLUMBIA COUNTY, GA OR

OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE RENTAL EQUIPMENT USED, OR ANY FAILURE ON THE PART OF CONCESSIONAIRE OR COLUMBIA COUNTY, GA TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN ME ON THE OPERATION OF THE WATERCRAFT, AS PART OF THE CONSIDERATION FOR USING THE WATERCRAFT. I PROMISE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST CONCESSIONAIRE OR COLUMBIA COUNTY, GA FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL, OPERATION AND USAGE OF THE WATERCRAFT. IT IS THE INTENT OF THIS AGREEMENT TO FULLY AND COMPLETELY RELEASE CONCESSIONAIRE AND COLUMBIA COUNTY, GA FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

### **IV. INDEMNITY / LIABILITY TO THIRD PARTIES-CAUTION!! READ BEFORE SIGNING**

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CONCESSIONAIRE AND COLUMBIA COUNTY, GA FOR ALL PERSONAL INJURIES, DEATHS, PROPERTY LOSS OR DAMAGE, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT, SWIMMERS AND MINOR CHILDREN UNDER MY CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO RENTAL, OPERATION, OR USE OF WATERCRAFT PROVIDED BY CONCESSIONAIRE OR COLUMBIA COUNTY, GA, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF CONCESSIONAIRE OR COLUMBIA COUNTY, GA. THIS INDEMNITY OBLIGATION DOES NOT INCLUDE LIABILITIES CAUSED BY OR RESULTING FROM THE SOLE NEGLIGENCE OF CONCESSIONAIRE OR COLUMBIA COUNTY.

Initial Acceptance \_\_\_\_\_



**V. GENERAL TERMS AND CONDITIONS**

I certify that I have received adequate and proper safety and operational instruction for the Watercraft from Concessionaire. I am capable in all aspects of the handling and operation of such Watercraft and following all safety instructions provided by Concessionaire. I agree not to use, nor permit the use of the Watercraft (a) for any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; (d) in violation of the safety instructions I received from Concessionaire; or (e) in violation of the Rental Policy and Operation Procedures attached hereto.

I expressly agree that Concessionaire and Columbia County, GA shall not be liable for any loss or damage to any personal property left, stored or transported by me in or upon the Watercraft.

This Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein.

If any provision or part of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable by any party to this Agreement.

This Agreement shall be governed by and construed under the laws of the State of Georgia and venue shall be exclusively in the state law and federal law courts having jurisdiction over Columbia County, Georgia. In the event Concessionaire prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Concessionaire for its litigation expenses, including without limitation, reasonable attorney's fees and court costs.

I acknowledge and agree that Concessionaire is not affiliated with Columbia County, GA or any other subsidiaries or affiliates of those entities and that this Agreement is a contract solely between Concessionaire and me.

**I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THIS AGREEMENT.**

I HAVE READ THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF CONCESSIONAIRE'S WATERCRAFT. I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**CAUTION!! READ THE ENTIRE THREE PAGES OF THIS AGREEMENT BEFORE SIGNING. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL OF YOUR CLAIMS AGAINST CONCESSIONAIRE AND COLUMBIA COUNTY, GA.**

**Signature below indicates that you have read this entire Agreement AND agree to its terms and conditions.**

Please Select Rental Watercraft:  Canoe  Kayak  Jet Ski  Paddleboard

Please Select Payment Method:  Credit Card  Cash

Name:	
Address:	
City, State, Zip:	
Cell Phone Number:	
Driver's License Number :	State:
Date of Birth:	

(All information must be completed prior to rental)

**YOUR INITIALS IN THIS BOX VERIFY THAT YOU HAVE WATCHED THE DNR SAFETY VIDEO.**



**VI. RIGHT TO CHARGE**

I hereby voluntarily and of my own volition give Concessionaire the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that Concessionaire will conduct an estimate for repairs by a licensed repair company of their choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. I recognize that Concessionaire has a good faith basis for requiring this provision as it is the only way to protect them from me canceling my credit card or challenging the charges in the event of damages to the watercraft.

**All damages deemed extreme by Concessionaire are subject to investigation by the Columbia County Sheriff’s Office.**

**VII. CANCELLATION POLICY**

Cancellations may be made 48 hours (2 days) or more prior to the scheduled watercraft rental departure time without penalty. Cancellations within 48 hours (2 days) of scheduled watercraft rental departure time shall be charged 50% of agreed upon rental price. Cancellations due to NO SHOW shall be charged 100% of agreed upon rental price on the credit card on file.

**VIII. CUSTOMER RESPONSIBILITY**

- Use watercraft according to Georgia Boating regulations.
- Keep the watercraft 100 feet away from the shoreline and other watercraft at all times.
- Wear a life vest at all times.
- Secure all of your personal and rented items. Choose wisely which electronics you have on you while using the watercraft.
- Return all watercraft and equipment in the same condition as when it was rented.

**CAUTION – PHYSICAL DAMAGES**

**By my signature below, I agree that I have read and fully understand the Waiver and Release of Liability and agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever as specifically set forth in this Agreement. In the event of damages to the rental watercraft, I hereby authorize Concessionaire to charge the amount of such excess damages to my credit card listed on page 2 of the Agreement.**

*Acknowledged and agreed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
*Signature*





# VESSEL RENTAL ORIENTATION CHECKLIST

**Life Jacket Requirements and Safety Equipment**

- You must have one wearable life jacket for each person on board vessel.
- Children under age 13 must wear a life jacket while on a moving vessel, except inside a closed cabin.
- Life jacket must be the appropriate size and in good working condition.
- Life jackets must be readily accessible and NOT stored in a locked compartment.
- You must have one throwable ring buoy or square cushion on all vessels over 16' in length.
- You must have a fire extinguisher on all vessels with gas tank.
- You must have an observer or wide angle mirror to tow skiers.
- You must have navigation lights on during hours of darkness or low visibility.

Renter Initials \_\_\_\_\_

**PWC Operation and Responsibility**

Wrist OR PFD

- You must wear an appropriate personal flotation device (PFD) at all times while operating a PWC.
- Securely attach engine shut-off cord (lanyard) to your wrist or PFD (as directed) and wear it at all times. Then if you fall off the PWC, the engine will stop.
- Stopping the engine **will not** stop the forward motion of the PWC and will result in loss of steering.
- The throttle controls your speed. **Without thrust you cannot steer the PWC.**
- Only tow skiers with a 3 person PWC. You must have an observer on board to watch skier.
- PWC's are NOT allowed to operate during hours of darkness. Sunset today is at \_\_\_\_\_ PM
- Must be 12 years old to operate a PWC with Boat Education card OR with an adult.

**Do Not Release Throttle when trying to Steer**

- You need throttle to steer.
- Remember, PWC's and other boats **do not have brakes.**
- Keep 100 feet away from people, objects and other boats.

Renter Initials \_\_\_\_\_

**Navigation Rules of the Road for Boating**

**Proper Lookout**

- Scan constantly for people, objects and other boats on the water.
- Be alert for conditions that limit your visibility or block your vision of others
- Vessels on your right have the right of way, slow down and let them pass.
- Vessels approaching head on should pass each other on the right side safely.
- If you pass another vessel, allow enough room in case vessel makes a turn.
- Motorboats must yield to non-powered vessels, like a sail boat or canoe.

**Aids to Navigation**

DIAMOND CROSS This is a restricted area

CIRCLE This is a controlled area

DIAMOND This is a hazard area

Red on your Right Returning up River

Renter Initials \_\_\_\_\_

**Boat Sober Don't Drink and Drive**

**Boating Under the Influence**

- Using alcohol, drugs and prescription medication may impair my ability to operate this boat safely.
- I will not operate this boat or allow anyone else to operate this boat while under the influence.
- I understand that a skier or person on a tube can be arrested for skiing under the influence.

**Operator Responsibility**

- Operate at a safe speed. NO horseplay or reckless operation while operating a vessel.
- Keep 100 feet away from people, objects and other boats if operating over idle speed.
- Do not jump wakes or waves around other vessels or persons in the water.
- Operate on the right side of narrow river channels or blind spots.
- Slow NO WAKE means idle speed!
- Must be 16 years old to operate any vessel 16 feet and longer, and must have a picture ID.
- Anyone born after January 1, 1998 must complete a Boat Education Course before operating a vessel.

Renter Initials \_\_\_\_\_

I have watched the required boat rental safety video, and I have been instructed on and understand the rules and information provided in this orientation.

Signature of Vessel Renter \_\_\_\_\_ Signature of Boat Livery / GA Livery # \_\_\_\_\_

Type of Vessel Rented \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_