



The City of Palm Beach Gardens  
10500 North Military Trail  
Palm Beach Gardens, FL 33410

## AGREEMENT FOR TRANSPORTATION SERVICES

AGREEMENT NO. ITB2018-098RC

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “effective date”), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Bus One, LLC**, a Florida corporation (hereinafter referred to as “Contractor”), whose principal address is 2650 Lake Shore Drive, Unit 606, Singer Island, Florida 33404.

WHEREAS, the City desires to retain the services of the Contractor to provide Transportation Services in accordance with the City’s Invitation to Bid ITB2018-098RC, Transportation Services, and the Contractor’s response thereto, which are attached hereto and incorporated herein as Exhibit “A”.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid ITB2018-098RC, Transportation Services, and the Contractor’s response to the Invitation to Bid, including all addenda and documentation required thereunder.

### ARTICLE 2. SCOPE OF WORK

The Contractor shall provide all vehicles, drivers, and supervision to perform transportation services for the City, specifically the Recreation Division, on an as-needed basis.

The City will provide the Contractor with reasonable written notice on the size and type of vehicle required for each trip. The Contractor shall make all reasonable efforts to accommodate the City, including when the City is only able to provide such advance notice verbally.



## ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing 30 days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon 30 days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

**CITY OF PALM BEACH GARDENS, FLORIDA**

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

**BUS ONE, LLC**

By: \_\_\_\_\_  
Denise Albritton, Member/Manager

**WITNESSES:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **EXHIBIT "A"**