

RESOLUTION NO. 2006 – 012

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AWARDED DIG-IT TRACTOR SERVICES, INC. WITH THE RESTORATION AND/OR REPLACEMENT OF MUTCD TRAFFIC SIGNAGE, RELATING TO THE AFTERMATH OF HURRICANE WILMA; APPROVING AN AGREEMENT WITH DIG-IT TRACTOR SERVICES, INC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 11, 2005, the Town, in compliance with the Town's procurement procedures, published a Request for Proposal ("RFP") seeking Restoration and/or Replacement Services of MUTCD Traffic Signage relating to the aftermath of Hurricane Wilma; and

WHEREAS, on November 30, 2005, at 3:30 PM, the Town opened the three (3) responses that it received from Dig-It Tractor Services, Inc., Tenex Enterprises, Inc., and Transmark, Inc.; and

WHEREAS, the bid proposal received from Dig-It Tractor Services, Inc. was for \$216,000.00, the bid proposal received from Tenex Enterprises, Inc. was for \$158,400.00, and the bid proposal received from Transmark, Inc. was for \$319,200.00; and

WHEREAS, the Town's Selection and Negotiation Committee has concluded that the lowest responsive bidder is Dig-It Tractor Services, Inc.; and

WHEREAS, the Town is desirous of entering into an agreement with Dig-It Tractor Services, Inc. for Restoration/Replacement of MUTCD Traffic Signage Related to Hurricane Wilma.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby awards the Town's procurement for Restoration and/or Replacement of MUTCD

Traffic Signage relating to the aftermath of Hurricane Wilma to Dig-It Tractor Services, Inc.

Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Dig-It Tractor Services, Inc., for Restoration/Replacement of MUTCD Traffic Signage relating to the aftermath of Hurricane Wilma, for an amount not to exceed \$216,000.00.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of December, 2005, on a motion by Council Member Aster Knight and seconded by Don Maines.

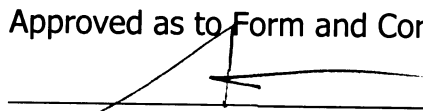
Fink	<u>Y</u>	Ayes	<u>5</u>
Blanton	<u>Y</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
946827_1.DOC

Evaluation Criteria Summary

Restoration /Replacement of MUTCD Traffic Signsge
Related to Hurricane Wilma

<u>Criteria</u>	<u>Average Evaluation</u>		
	<u>Tenex</u>	<u>Dig-It</u>	<u>Transmark</u>
Qualifications	15	70	75
Experience	35	75	75
Work History	20	40	50
Service Method	17	50	43
Time frame	7	50	43
Law Suit History	10	18	16
Price	175	*152	58
Total	279	455	360

*additional services:

- 1 computerized inventory
- 2 one year of maintenance
- 3 ID stickers

"Exhibit A"

AGREEMENT BETWEEN
TOWN OF SOUTHWEST RANCHES
AND
DIG-IT TRACTOR SERVICES INC.
FOR RESTORATION AND/OR REPLACEMENT OF MUTCD
TRAFFIC SIGNAGE, RELATING TO THE AFTERMATH OF
HURRICANE WILMA

Agreement for Restoration and/or Replacement of MUTCD Traffic Signage Related to Hurricane Wilma

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and Dig-It Tractor Services Inc., hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, on November 11, 2005, the Town, in compliance with the Town's procurement procedures, published a Request for Proposal ("RFP") seeking Restoration and/or Replacement Services of MUTCD Traffic Signage relating to the aftermath of Hurricane Wilma; and

WHEREAS, on November 30, 2005, at 3:30 PM, the Town opened the three (3) responses that it received from Dig-It Tractor Services, Inc., Tenex Enterprises, Inc., and Transmark, Inc.; and

WHEREAS, the bid proposal received from Dig-It Tractor Services, Inc.. was for \$216,000.00, the bid proposal received from Tenex Enterprises, Inc. was for \$158,400.00, and the bid proposal received from Transmark, Inc. was for \$319,200.00; and

WHEREAS, the Town's Selection and Negotiation Committee has concluded that the lowest responsive bidder is Dig-It Tractor Services, Inc.; and

WHEREAS, the Town is desirous of entering into an agreement with Dig-It Tractor Services, Inc. for Restoration/Replacement of MUTCD Traffic Signage Related to Hurricane Wilma pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and SERVICE PROVIDER hereby agree as follows:

Section 1: Intent and Scope of Services

1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

1.2 Upon execution of this Agreement the SERVICE PROVIDER shall immediately commence to perform the duties and responsibilities as defined and described in the Invitation to submit proposal and proposal submitted attached to this Agreement as Exhibit "1" .

1.3 Services will be provided based upon a written request for service provided by the Town Administrator or his designee.

1.4 All services rendered pursuant to this Agreement by SERVICE PROVIDER shall be performed in accordance with the applicable standard of care for persons and or entities performing these types of services for municipalities in Broward County, Florida. SERVICE PROVIDER shall perform such services in accordance with all applicable codes, ordinances, rules, laws, and regulations governing these services as well as the provisions of the Exhibit "1", which are incorporated into this Agreement.

Section 2: Compensation

SERVICE PROVIDER shall render all services to the TOWN as described in this Agreement for the total sum not to exceed Two Hundred Sixteen Thousand Dollars (\$216,000), which has been calculated upon a unit cost of Forty Five Dollars (\$45.00) per single sign structure.

The above unit prices will be honored for future restoration/replacement of MUTCD traffic signage as authorized by TOWN.

Section 3: Method of Payment

TOWN and SERVICE PROVIDER agree the payment to SERVICE PROVIDER shall only become due in accordance with the requirements of this Agreement.

(a) upon delivery of weekly invoices weekly to the TOWN; and

(b) verification by TOWN that services have been provided by SERVICE PROVIDER in accordance with the requirements of this Agreement.

Payment shall be made within fifteen (15) days of the verification by the Town that that the services have been provided.

Ten percent (10%) of each invoice will be withheld until completion of entire Scope of Services.

Section 4: EFFECTIVE DATE & TERM

This Agreement shall become effective on the last date of execution by any of the Parties to this Agreement

Aside from additional work that may be authorized by the TOWN, the entire Scope of Services shall be completed within forty-five (45) days of the effective date.

Section 5: Relationship and Performance

All work to be performed pursuant to this Agreement shall be performed by the SERVICE PROVIDER and no work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator. SERVICE PROVIDER shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of TOWN. SERVICE PROVIDER shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed here under by SERVICE PROVIDER.

Neither SERVICE PROVIDER nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either SERVICE PROVIDER or TOWN based upon this Agreement.

Section 6: Safety Precautions

SERVICE PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services provided pursuant to the Agreement, in order to prevent damage, injury or loss to, including but not limited to,

- (1) all employees performing the Services and other persons who may be affected thereby,
- (2) all materials and equipment to be incorporated therein, and
- (3) other property at the site or adjacent thereto. SERVICE PROVIDER shall timely provide all notices and comply with all applicable laws, ordinances,

rules, regulations and orders of any public authority bearing on the safety of persons and property in order to provide protection from damage, injury or loss.

Section 7: Indemnification

To the fullest extent permitted by law, SERVICE PROVIDER shall indemnify and hold harmless the TOWN, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees at all tribunal levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SERVICE PROVIDER and persons employed or utilized by the SERVICE PROVIDER in the performance of the Work under this Agreement.

SERVICE PROVIDER agrees to be fully responsible for acts and omissions of its respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

SERVICE PROVIDER shall defend any action or proceeding brought against it pursuant to this Agreement and shall be individually responsible for all of its respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

SERVICE PROVIDER agrees to indemnify, defend, protect same and hold TOWN harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which TOWN would be required to reply and/or defend in the performance of their respective obligations under this Agreement.

SERVICE PROVIDER shall indemnify and save harmless the TOWN from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination Employment Act, Americans with Disability Act, Federal Wage and Hours Laws and the State and Federal Fair Housing Acts. The foresaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance.

The parties hereto acknowledge the mutual exchange of receipts and adequacy of specific consideration in the amount of One Hundred (\$100.00) Dollars for the indemnification provided herein. The provisions of this section shall survive the expiration of earlier termination of this Agreement.

The foregoing obligations of the SERVICE PROVIDER are in addition to his other obligations under this Agreement. This provision shall survive the termination or expiration of the Agreement.

Section 8: Insurance

8.1 Workers' Compensation Insurance: SERVICE PROVIDER to provide for all employees workers compensation insurance in compliance with the Worker's Compensation Law of the State of Florida.

8.2 Comprehensive General Liability Insurance: SERVICE PROVIDER to provide comprehensive general liability with minimum limit of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
- (b) Independent Contractors;
- (c) Broad Form Property;
- (d) Contractual;
- (e) Personal injury; and
- (f) Products/Completed.

8.3 Automobile Liability Insurance: SERVICE PROVIDER to provide automobile liability insurance to cover any auto with a limit of coverage of at least One Million (\$1,000,000.00) Dollars per occurrence.

8.4 SERVICE PROVIDER shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by Section 8 of this Agreement. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

8.5 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

8.6 Notice of Cancellation and/or Restriction--The Policy(ies) must be endorsed to provide TOWN with at least thirty (30) days notice of cancellation and/or restriction.

8.7 SERVICE PROVIDER shall furnish to the TOWN Administrator Certificates of Insurance or endorsements evidencing the insurance Coverage and the insurance policies specified above prior to the execution of the Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. Approval of the insurance for the coverage amounts set forth herein shall not relieve or decrease the liability of the SERVICE PROVIDER in any way. Certificates of Insurance shall contain transcripts of the policies authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location of the office where communications and notices to and from the insurer shall be issued. SERVICE PROVIDER shall provide a per project endorsement acceptable to the Town.

8.8 UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF SERVICE PROVIDER UNDER THE AGREEMENT.

8.9 Cessation of Insurance - All insurance coverage required under this section shall remain in full force and effect for, at least, five (5) years after the termination, cancellation or expiration of this Agreement.

8.10 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance documentation.

8.11 These insurance requirements shall not relieve or limit the liability of SERVICE PROVIDER. TOWN does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect SERVICE PROVIDER's interests or liabilities but are merely minimum requirements established by the Town Administrator. TOWN reserves the right to require any other insurance coverages that TOWN deems necessary depending upon the risk of loss and exposure to liability .

8.12 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.13 SERVICE PROVIDER shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.

8.14 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which TOWN is named as an additional named insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Town's actual notice of such event.

Section 9: Notice

Whenever either party desires to give notice unto the other, such notice shall be sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

John Canada, Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, FL 33331

Steven B, Lesser Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

For SERVICE PROVIDER:

Craig Stanfield

17501 S. W. 70 Place
Southwest Ranches, FL 33331

Section 10: Termination

10.1 This Agreement may be terminated by either party upon not less than five (5) days written notice should the other party fail, in a material way, to perform in accordance with the terms of this Agreement and through no fault of the party initiating the termination. The five (5) day notice shall serve as a period to enable the breaching party to cure the alleged breach that served as the basis for the declaration of termination. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement.

10.2 Termination of the Agreement by TOWN pursuant to Section 10.1 of this Agreement shall include, but not be limited to, failure of SERVICE PROVIDER to (a) properly or timely perform the Scope of Services under this Agreement, (b) failure to continuously perform the Scope of Services in a manner that will meet or accomplish the objectives of this Agreement or (c) any material breach of any of the provisions of this Agreement.

10.3 This Agreement may be terminated for convenience by TOWN upon not less than seven (7) day's written notice provided to SERVICE PROVIDER.

10.4 In the event that this Agreement is terminated for convenience, SERVICE PROVIDER shall be paid ONLY for Services performed and approved by the TOWN as of the date of this Agreement is terminated and no other compensation or damages shall be recovered. Upon being notified of TOWN'S election to terminate, SERVICE PROVIDER shall refrain from performing further Services or incurring additional expenses.

Section 11: Change Orders and Modification of Agreement

TOWN and SERVICE PROVIDER may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement, Such changes must be made by a written Change Order executed by the parties, with the same formality and of equal dignity associated with the original execution of this Agreement.

Section 12: No Waiver of Rights

Neither the TOWN'S review, approval or payment for any of the services required

under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the SERVICE PROVIDER shall be and remain liable to the TOWN in accordance with the applicable law for all damages to the TOWN caused by the SERVICE PROVIDERS negligent performance of any of the Work furnished under the Agreement. The rights and remedies of the TOWN provided for under this Agreement are in addition to other rights and remedies provided by law.

TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement to TOWN. A waiver of any breach of a provision of this Agreement to TOWN shall not be deemed a waiver of any subsequent breach by SERVICE PROVIDER and shall not be construed to be a modification of the terms of this Agreement.

Section 13: Resolution of Disputes. Jurisdiction. Venue And Attorney's Fees

13.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any services provided or work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Agreement by SERVICE PROVIDER. The Town Administrator's decision shall be reduced to writing and a copy furnished to the SERVICE PROVIDER within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

13.2 BY ENTERING INTO THIS AGREEMENT, SERVICE PROVIDER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL litigation RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13.3 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and exclusive venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit in and for Broward County, Florida.

13.4 The TOWN and SERVICE PROVIDER are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and SERVICE PROVIDER resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

Section 14: No Assignment

This Agreement is personal to TOWN and SERVICE PROVIDER and this Agreement cannot be assigned by the SERVICE PROVIDER without written approval of TOWN which consent shall not be unreasonably withheld.

Section 15: Time is of the Essence

Time is of the essence for this Agreement. The parties agree that the time for performance may be reasonably extended for matters outside the control of the respective parties. Where necessary to effectuate the intent of the parties, the terms of the Agreement shall survive completion of the Project. This Agreement shall be construed under the laws of the State of Florida regardless of where executed by either party.

Section 16: Written Agreement

This Agreement is binding upon the parties hereto, their successors and assigns and replaces any and all prior agreements or understanding between the parties hereto (whether written or oral) and cannot be modified except in a written document signed by TOWN and SERVICE PROVIDER. This Agreement is the joint product of the parties and shall not be more strictly construed against any party to this Agreement.

Section 17: Joint Preparation

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Section 18: Entire Agreement

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

Section 19: Non-Discrimination

19.1 SERVICE PROVIDER shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SERVICE PROVIDER shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SERVICE PROVIDER shall take affirmative steps to ensure nondiscrimination in employment against disabled persons,

19.2 SERVICE PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

Section 20: Further Assurances

TOWN and SERVICE PROVIDER agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 21: Professional Assurances

SERVICE PROVIDER shall perform all services under this Agreement in accordance with the highest standard of care used by similarly situated SERVICE PROVIDERS, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

Section 22: Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 23: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case anyone or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby, and the remaining provisions shall continue to be effective unless TOWN or SERVICE PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For the purpose of this section, "final" shall mean the expiration of time within which to file and appeal or the conclusion of any appellate proceedings and the granting of an order. In such and event, TOWN and SERVICE PROVIDER agree to cooperate fully with the other to effectuate a smooth transition of services.

Section 24: Survivability

Section 7 of this Agreement entitled "Indemnification"; Section 8 of this Agreement entitled "Insurance"; Section 13 of this Agreement entitled Resolution of Disputes, Jurisdiction, Venue and Attorneys' Fees"; and Section 20 of this Agreement entitled ""Further Assurances" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

Section 25: Representation of Authority

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

Section 26: Compliance with Laws

SERVICE PROVIDER shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Section 27: Performance

SERVICE PROVIDER represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: DIG IT TRACTOR SERVICES, INC. through president, duly authorized to execute same and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor authorized to execute same by Council action on the 8th of December, 2005.

WITNESSES:

SERVICE PROVIDER:
DIG-IT TRACTOR SERVICES INC.

By: _____
____ day of _____, 2005

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor
____ day of _____, 2005

ATTEST:

Susan A. Owens, Town Clerk

By: _____
John Canada, Town Administrator
____ day of _____, 2005

APPROVED AS TO FORM:

Gary A. Poliakoff, J.D. Town Attorney
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