

SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED
TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 25th day of September, 2014.

By 

Authorized Signature/Contractor
Edward McCullers / General Manager

Typed Name/Title
Layne Christensen Company

Contractor's Firm Name
5061 Lockett Road

Street Address

Building, Suite Number
Fort Myers / FL / 33905

City/State/Zip Code
239-275-1029

Area Code/Telephone Number

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF ~~MONROE~~ LEE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____
Layne Christensen Company

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: *Edward McCullers*
Edward McCullers, General Manager

Sworn and subscribed before me this 25th day of September 2013: 4.

NOTARY PUBLIC, State of Florida at Large

[Signature]



My Commission Expires: April 11, 2016

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ATTEST

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Layne Christensen Company

SEAL:

5061 Lockett Road, Fort Myers, FL 33905

Address


Signature

Edward McCullers

Print Name

General Manager

Title

September 25, 2014

Date

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