



405136A.GNI

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the OWNER), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Rehabilitation of Stormwater Drainage Wells, Key West, Florida.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 16th day of September, 2010.

\_\_\_\_\_  
PRINCIPAL Layne Christensen Company

By 

EDWARD MCGULLERS, GENERAL MANAGER

SURETY Travelers Casualty and Surety Company of America

By 

Attorney-In-Fact Debra J. Scarborough

\* \* \* \* \*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222015

Certificate No. 003775937

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Melissa D. Evans, Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Laura E. Coon, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Adam J. Cantu, Laura M. Murren, Nancy A. Clover, Mark Duggan, Charissa D. Wilson, Evan D. Sizemore, and David M. Lockton

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of July, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 15th day of July, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of SEP 16 2010, 20 \_\_\_\_.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

**PROPOSAL**

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33041

Project Title: Rehabilitation of Stormwater Drainage Wells

Bid No.: 10-017

Bidder's person to contact for additional information on this Proposal:

Name: Chris Bannon

Telephone: 239-275-1029

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the OWNER, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the City, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Owner and other sources in arriving at his conclusions.

The Bidder further agrees, as evidenced by signing the Proposal, which if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

#### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Public Construction Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed for a particular Work Order and to complete the construction, in all respects for that particular Work Order, within the number of calendar days set forth in that Work Order.

This Contract will automatically expire and be terminated 3 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to up to two 1-year time extensions. Unit prices set forth in the proposal will be adjusted annually on October 1<sup>st</sup>, beginning October 1, 2011, according to Consumer Price Index published by the Bureau of Labor Statistics. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the Owner.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500 per day (or as otherwise modified in the issuance of a Work Order) for all work authorized under the Work Order until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.



ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

WORK ORDER

Each Work Order will consist of a summary of extended unit prices derived from units contained in the Lump Sum Bid. The Contractor shall provide bond based on the total of each Work Order.

PUBLIC CONSTRUCTION AND PAYMENT BONDS

Bidder shall obtain Performance and Payment Bonds worth \$100,000 upon award of Contract. Contractor shall bond each Work Order for the amount of the Work Order. Unit prices below shall include the cost of all bonds.

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<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>PU (Words)</u>	<u>Extended Total Amt.</u>
1. Mobilize and demobilize well rehabilitation personnel and equipment to and from Key West.					
1	EA		\$ 5,613.00	Five thousand six hundred and thirteen dollars	\$ 5,613.00
2. Restore well to original depth, airlift for a minimum of 8 hours, operate temporary disposal system and restore site. Airlifting time shall only be counted when airlifting is occurring; time required to drain the temporary disposal system is not included as airlifting time.					
5	EA		\$ 9,650.00	Ninety-six hundred and fifty dollars	\$ 48,250.00
3. Additional work on pump-assisted stormwater drainage well required to remove wellhead and isolate well from pump station.					
1	EA		\$ 2,250.00	Twenty-two hundred and fifty dollars	\$ 2,250.00
4. Video survey of well in accordance with 33 21 13.12 Water Well Video Inspection.					
5	EA		\$ 1,500.00	Fifteen hundred dollars	\$ 7,500.00
5. Additional airlift development in excess of 8 hours (if necessary).					
40	HR		\$ 185.00	One hundred eighty-five dollars	\$ 7,400.00
6. Acidize well in accordance with 33 21 13.14 Water Well Rehabilitation (if necessary).					
1000	GAL		\$ 25.00	Twenty-five dollars	\$ 25,000.00
7. Brush well in accordance with 33 2 13.14, Water Well Rehabilitation (if necessary).					
1	HR		\$ 250.00	Two hundred fifty dollars	\$ 250.00
8. Mobilize and demobilize geophysical logging personnel and equipment to and from Key West.					
1	EA		\$ 2,000.00	Two thousand dollars	\$ 2,000.00
9. Conduct x/y caliper log in accordance with 33 21 13.04, Water Well Geophysical Logging.					
1	EA		\$ 700.00	Seven hundred dollars	\$ 700.00
<b>TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE</b>					<b>\$ 98,963.00</b>

NOTE: THIS TOTAL WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND BASIS OF AWARD





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SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

MV Geophysical Surveys, Inc. - Scope of Work: Caliper Logging

\_\_\_\_\_  
Name

11000 Metro Parkway, Fort Myers, Florida, 33966  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip



SURETY

Travelers Casualty and Surety Company of America \_\_\_\_\_ whose  
address is

One Tower Square \_\_\_\_\_, Hartford \_\_\_\_\_, Connecticut \_\_\_\_\_, 06183  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is Layne Christensen Company \_\_\_\_\_  
\_\_\_\_\_ doing  
business at

5061 Lockett Road \_\_\_\_\_, Fort Myers \_\_\_\_\_, Florida \_\_\_\_\_, 33905  
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the  
Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the  
partnership, or of all persons interested in this Proposal as principals are as follows:

\_\_\_\_\_  
Please see LAYNE CHRISTENSEN CORPORATE INFORMATION attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAYNE CHRISTENSEN CORPORATE INFORMATION**  
*Founded in 1882*

CORPORATE ADDRESS/PHONE #:

**1900 Shawnee Mission Parkway, Mission Woods, KS 66205 / (913) 362-0510**

CORPORATE OFFICERS:

**ANDREW B. SCHMITT – PRESIDENT & CEO**  
**JEFF REYNOLDS – EXECUTIVE VICE-PRESIDENT, WATER/WASTE WATER DIVISION**  
**GREG F. ALUCE – VICE-PRESIDENT, WATER DIVISION**  
**JERRY W. FANSKA – TREASURER, VICE-PRESIDENT-FINANCE, CFO**  
**STEVEN F. CROOKE – SECRETARY, VICE-PRESIDENT-GENERAL COUNCIL**  
**DAVID D. SINGLETON – VICE-PRESIDENT, WESTERN REGION**

FONTANA OFFICERS:

**DAVID D. SINGLETON – VICE-PRESIDENT, Western Region**  
**DOUGLAS L. WATSON – GENERAL MANAGER**  
**ROBERT A. ERETH – GENERAL MANAGER, BUSINESS DEVELOPMENT**

DATE AND STATE OF CORPORATION:      **5/19/81 – DELAWARE**

STATE OF CALIFORNIA DATE OF QUALIFICATION:      **05/04/1987**

FEDERAL TAX ID #:      **48-0920712**                      STATE TAX ID #:      **247-53949**

CALIFORNIA CORPORATE ID#:      **1079287**      RESALE #:      **SRZ OHA 30 647203 336EH**

CA. CONTRACTORS LICENSE #/CLASS/EXP DATE:      **510011 – A C57 C61/DO9 – 05/31/2011**  
LOS ANGELES CO.VENDOR ID#:      **063216**

SAN BERNARDINO CO. WELL DRILLERS PERMIT #:      **084 – Renews every year, automatically.**  
RIVERSIDE CO WELL DRILLERS PERMIT #:      **WDR-05-055 - EXPIRES: 12/31/09**

BONDING AGENCY:

**LOCKTON COMPANIES**  
444 W. 47<sup>TH</sup> ST. STE. 900  
Kansas City, MO 64112-1906  
(816) 960-9000

SURETY COMPANY:

**TRAVELERS CASUALTY & SURETY CO. OF AMERICA**  
One Tower Square  
Hartford, CT 06183  
(860) 277-0111

SERVICING INSURANCE COMPANIES (through Lockton Companies.):

PRIMARY:

**Old Republic Insurance Company**  
**445 South Moorland Road, Suite300**

**General Liability** – MWZY 58310      exp 5/1/10  
**Auto Liability** –      MWTB 20664      exp 5/1/10  
**Worker's Comp.** – MWC 11602400      exp 5/1/10

SECONDARY:

**LEXINGTON INS. CO.**  
**Brookfield, WI 53005** Rated (A.M. Best A+ XV)  
**Property** – #7479009 – 08/01/10

**STEADFAST INS. CO.**

**Prof. Liability** – #PEC 796865109      06/01/10  
**Excess Liability** – #3807886-03      05/01/10

COVERAGE AMOUNTS: **VARIES AS NEEDED – See for standard rates.**

INSURED: **LAYNE CHRISTENSEN COMPANY**

**LOCKTON COMPANIES, CALIFORNIA OFFICE:**

725 South Figueroa, 35<sup>th</sup> Floor  
Los Angeles, CA 90017 (213) 689-0065  
Maria Quiroz, Attorney-in Fact

**SIC Code - 1781**

**NAICS Code - 237110**

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If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 15th day of September, 2010.

(SEAL)

Layne Christensen Company

\_\_\_\_\_  
Name of Corporation

By   
Edward McCullers

Title General Manager

Attest   
Assistant Secretary



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of Owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

Recent Layne Christensen Company well rehabilitation customers (scopes of work have included brushing,  
air-developing, pump-developing, pump-testing, acidizing, disinfection, video surveys and more)

Coral Springs Improvement District, Coral Springs, FL - Contact: Doug Hyché, 954-796-6658

Okaloosa County Water and Sewer Department, Fort Walton Beach, FL - Contact: Robert Mauzy, 850-651-7171

United States Navy, Pensacola, FL - Contact: Thomas Parenteau, 850-452-3131

City of Los Angeles Dept. of Water and Sewer, Los Angeles, CA - Contact Gonzalo Reyes, 213-367-1052

City of Sugar Land, Sugar Land, TX - Contact: Howard Christian, 281-275-2456

City of Inglewood, Inglewood, CA - Contact: Eric Escobar, 310-412-5333 ext. 5383

Additional references can be provided upon request.

\*\*\*\*\*

ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

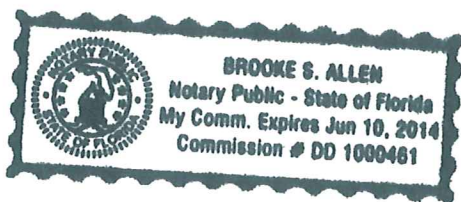
By: *Edward McCullers*  
Edward McCullers, General Manager, Layne Christensen Company

Sworn and subscribed before me this 15th day of September, 2010

*Brooke S. Allen*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

\*\*\*\*\*



SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted with Bid or Proposal for ITB 10-017  
Rehabilitation of Stormwater Drainage Wells

2. This sworn statement is submitted by Layne Christensen Company  
(name of entity submitting sworn statement)  
whose business address is 5061 Lockett Road, Fort Myers, Florida 33905  
and (if applicable) its Federal Employer Identification Number (FEIN) is 48-0920712

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)

3. My name is Edward McCullers  
(please print name of individual signing)  
and my relationship to the entity named above is General Manager

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.



6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).


X  Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
 \_\_\_\_\_  
 (signature) Edward McCullers  
 \_\_\_\_\_  
 September 15, 2010  
 \_\_\_\_\_  
 (date)

STATE OF FLORIDA

COUNTY OF LEE

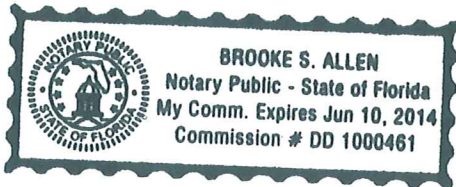
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edward McCullers who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 15th day of September, 2010.

My commission expires:

Brooke S. Allen  
NOTARY PUBLIC



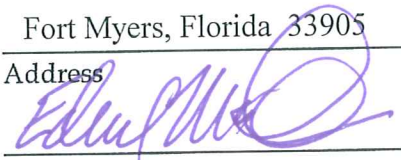
**CITY OF KEY WEST INDEMNIFICATION FORM**

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

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	
	Address	
	Fort Myers, Florida 33905	
	Address	
		
	Signature	
	Edward McCullers	
	Print Name	
	General Manager	
	Title	
DATE:	September 15, 2010	



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

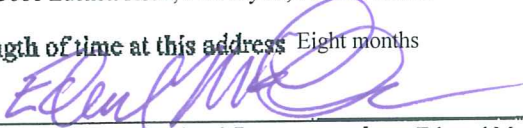
The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
  - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
  - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798  
 Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

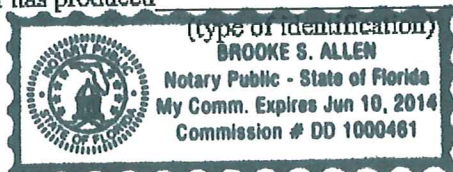
**Business Name** Layne Christensen Company **Phone:** 239-275-1029  
**Current Local Address:** **Fax:** 239-275-1025  
 (P.O. Box numbers may not be used to establish status)  
 5061 Lockett Road, Fort Myers, Florida 33905


Length of time at this address Eight months

 September 15, 2010  
 Signature of Authorized Representative Edward McCullers, General Manager Date

STATE OF FLORIDA  
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of September, 2010.  
 By Edward McCullers, General Manager, of Layne Christensen Company  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced \_\_\_\_\_ as identification



  
 Signature of Notary  
Brooke Allen  
 Print, Type or Stamp Name of Notary

Return Completed form with  
 Supporting documents to:  
 City of Key West Purchasing

\_\_\_\_\_  
Title or Rank

Layne Christensen Company does not meet the definition of a "Local Business."

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: ITB 10-017  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 BID LETTING OF: September 16, 2010

I, Edward McCullers, hereby  
(NAME)  
 declare that I am General Manager of Layne Christensen Company  
(TITLE) (FIRM)  
 Of Fort Myers, Florida  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.



8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:




(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

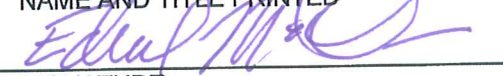
Providing false information may result in criminal prosecution and/or administrative sanctions.)

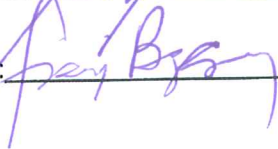
I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Edward McCullers, General Manager  
NAME AND TITLE PRINTED

WITNESS: 

BY:   
SIGNATURE

WITNESS: 

Executed on this 15th day of September, 2010

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**BIDDER'S CHECKLIST**

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- |  |                                     |
|--|-------------------------------------|
| 1. All Contract Documents thoroughly read and understood   | <input checked="" type="checkbox"/> |
| 2. All blank spaces in Proposal filled in, preferably in black ink   | <input checked="" type="checkbox"/> |
| 3. Total and unit prices added correctly   | <input checked="" type="checkbox"/> |
| 4. Addenda acknowledged  | <input checked="" type="checkbox"/> |
| 5. Subcontractors are named as indicated in the Proposal   | <input checked="" type="checkbox"/> |
| 6. Experience record included  | <input checked="" type="checkbox"/> |
| 7. Proposal signed by authorized officer   | <input checked="" type="checkbox"/> |
| 8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond  | <input checked="" type="checkbox"/> |
| 9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work                                    | <input checked="" type="checkbox"/> |
| 10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award | <input checked="" type="checkbox"/> |
| 11. Proposal submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract                              | <input checked="" type="checkbox"/> |
| 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid                         | <input checked="" type="checkbox"/> |

Bidder Acknowledgment

Layne Christensen Company

Name Edward McCullersTitle General ManagerSignature 

\* \* \* \* \*

# The State of Florida

Has Determined That

**EDWARD MC CULLERS**  
Is Qualified AS A

**Water Well Contractor**

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

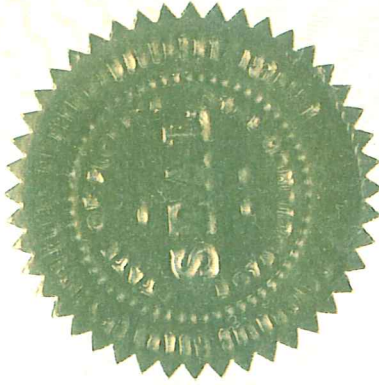
In The

State of Florida

And Hereby Issues

License Number

**11312**



Issued by South Florida  
Water Management District

This 16th Day Of December 2008 A.D.

*Ann Marie Superchi*

Ann Marie Superchi, Water Well Contractor Licensing  
Water Use Division



## CERTIFICATE

The undersigned, Steven F. Crooke, hereby certifies that he is the duly elected, qualified, and acting secretary of Layne Christensen Company, a Delaware corporation (the "Corporation"), and as such is familiar with the books and records of said Corporation, that the resolutions set forth below were adopted by Minutes of Action Taken in Lieu of a Meeting of the Board of Directors of said Corporation by written consent, dated as of January 9, 2007, that the following is a true and correct copy of such resolutions as they appear in the minute books of the Corporation, and that such resolutions are in full force and effect:

### Authority To Enter Into Contracts

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to state the bid, contract and purchase order limits of the various officers and employees of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 9, 2007, and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of this Corporation to (i) accept customer purchase orders and affix the corporate seal thereon; (ii) issue bids and/or enter into contracts with customers; and (iii) enter into contracts with vendors in connection with the sale of this Corporation's products and services and the purchase of supplies and equipment, in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount (other than Reynolds Division)</u>
President	\$ 10,000,000
Executive Vice President	\$ 7,500,000
Senior Vice President or Division President	\$ 5,000,000
Vice President or Division Vice President	\$ 1,500,000
General Manager, District Manager	\$ 750,000
Branch Manager	\$ 350,000

<u>Title</u>	<u>Amount (Reynolds Division Only)</u>
President	\$ 15,000,000
Executive Vice President or Senior Vice President	\$ 10,000,000
Division Vice President	\$ 5,000,000
Assistant Division Manager, District Manager or Branch Manager	\$ 1,000,000

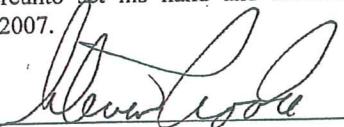
FURTHER RESOLVED, that the president, executive vice president, senior vice president, division president, vice president or division vice president of this Corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, general manager, assistant division manager, district manager or branch manager of this Corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof pursuant to the preceding resolution, any contract in excess of the authorized limits granted to the President of the Corporation, must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of this Corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of this Corporation is hereby authorized to rely upon said certificate as so presented.

IN WITNESS WHEREOF, Steven F. Crooke has hereunto set his hand and affixed the corporate seal of Layne Christensen Company this 18th day of January, 2007.



  
\_\_\_\_\_  
Steven F. Crooke, Secretary