



**TO:** PRRIP GOVERNANCE COMMITTEE (GC)  
**FROM:** EXECUTIVE DIRECTOR  
**SUBJECT:** SOLE SOURCE JUSTIFICATION – NUTTELMAN FENCING – TRACT 2010002 PREDATOR FENCE  
**DATE:** FEBRUARY 25, 2021

### Recommendation

The Executive Director's Office (EDO) requests the Governance Committee approve a sole-source selection of Nuttelman Fencing Inc. to construct a semi-permanent predator fence on the Broadfoot Kearney South (Broadfoot South) off-channel sand and water (OCSW) peninsula (Tract 2010002). Total cost for fence construction is estimated to be less than \$30,000, which falls under 2021 budget line-item LP-2. Total LP-2 budget is \$906,553. The EDO also recommends that the GC approve the associated construction contract included as Attachment A.

### Background

The 2021 LP-2 budget includes a sub-task (NC3) for construction of 5,000 linear feet of turtle exclusion fencing at one OCSW site at an estimated cost of \$15,000. Since budget approval, Broadfoot South has been identified as the priority site and the purpose and associated general design has been expanded to exclusion of all terrestrial predators, due to ongoing predation issues. Site configuration limits fence placement options to the peninsula itself, increasing the complexity of fencing design and installation. The fence will consist of 4-foot-high woven wire with 2"x 4" openings and topped by a single electrified wire. Short segments of this type of woven wire were installed/tested at this site during the 2020 nesting season with no species impacts.

### Justification

Nuttelman Fencing has constructed all of the Program's OCSW predator fencing over the last decade, consistently providing high quality materials and installation at the lowest price.<sup>1</sup> As such, the EDO approached Nuttelman with the general fence configuration described above and approximate length (~5,000 ft) and requested a quote to determine if the fence would fall below the \$25,000 procurement threshold. Nuttelman quoted unit prices that would result in a total cost of slightly less than \$30,000 (Attachment B). As such, the project cost exceeds the simplified quote procurement threshold, which would typically require a sealed bid process.

Nuttelman is the only local contractor that typically bids on predator fencing and as mentioned above, has constructed all of the Program's predator fencing. It is extremely unlikely that initiating a sealed bid process now would result in additional competitive bids, especially given the unique nature of the fencing and Nuttelman's history of providing the lowest cost and best value for these kinds of fencing projects. Given the unit prices supplied by Nuttelman are reasonable and they are uniquely qualified to complete the project in a timely manner (before April 15) based on their past Program work

<sup>1</sup> Constructed 1,860 LF of predator fencing at 5 different Program OCSW sites at an average cost of \$18.50/LF.



36 experience, we recommend the Program sole source this project to Nuttelman Fencing Inc. with the  
37 intent of completing the project prior to the 2021 nesting season.



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## ATTACHMENT A

Nuttelman Fencing, Inc.  
7420 W 100<sup>th</sup> Street  
Kearney, NE 68845  
FEIN 47-0787671  
DUNS # 926925967

Nebraska Community Foundation  
PO Box 83107  
Lincoln, NE 68501-3107  
FEIN 47-0769903

## **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

### **Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program, and Nuttelman Fencing, Inc.**

#### **P21-005 Tract 2010002 Predator Fence Construction 2021**

**1. Parties.** This Contract is made and entered into by and between Nebraska Community Foundation (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and **Nuttelman Fencing Inc.** (“**Contractor**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation; Jason Farnsworth of the **Program**; and **Keith Nuttelman** of the **Contractor**.

**2. Description of Work.** **Contractor** agrees to furnish all labor, material and equipment necessary or incidentally required to perform and complete all the work in accordance with the solicitation and all associated plans and specifications (the “Work”) attached as **Exhibit A**.

**3. Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it all required approvals have been granted. The Work will be substantially completed on or before **April 15, 2021** and ready for final payment on or before **May 1, 2021**. If the **Contractor** has been delayed and as a result will be unable, in the opinion of the **Program**, to complete performance fully and satisfactorily within this Contract period, the **Contractor** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**. An extension of the contract term must be in writing, signed by both Parties in order to be valid.

**4. Payment.**

**A. Unit Price.** Owner shall pay Contractor in accordance with the Contract at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
001	Mobilization & Demobilization				\$660
002	Predator Fence Construction	LF	5,004	\$5.18	\$25,920
003	Electric Fence Construction	LF	5,004	\$0.60	\$3,002
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$29,582</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the [Program](#).

**B. Billing Procedures.** The [Contractor](#) shall submit an application for payment no more frequently than monthly, to the Program's Billing Point of Contact (address included below). The [ED Office's](#) technical point of contact will review, and the [Program's](#) Executive Director will advance the invoice to the Bureau of Reclamation who will advise the [Foundation](#) of approval. The [Foundation](#) will make payment of these funds directly to the [Contractor](#) within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.

**Billing Point of Contact (Program):**

Mr. Jason Farnsworth, Executive Director  
Platte River Recovery Implementation Program  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: farnsworthj@headwaterscorp.com

**C. Withholding of Payment.**

(i) [ED Office](#) will recommend reductions in payment (setoffs) which, in the opinion of the [ED Office](#), are necessary to protect [Foundation](#) or [Program](#) from loss because the Work is defective and requires correction or replacement.

(ii) The [Foundation](#) is entitled to impose set offs against payment based on any claims that have been made against [Foundation](#) on account of [Contractor's](#) conduct in the

performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**D. Final Inspection and Payment.** Upon written notice from Contractor that the entire Work is complete, ED Office will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

## **5. Responsibilities of Contractor.**

**A. Personnel and Supervision.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

**B. Services, Materials, and Equipment.** Unless otherwise specified in the Contract, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

**C. Subcontractors and Suppliers.** Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to the Program. All subcontracts that Contractor enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.

**D. Licenses, Fees and Permits.** Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract.

**E. Safety.** Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. All damage, injury, or

loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract or to the acts or omissions of Foundation, Program or ED Office and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

**E. Warranties or Guarantees.** Contractor warrants and guarantees to Foundation that all Work will be in accordance with the Contract and will not be defective. Program, Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

**F. Correction Period.** If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

**G. Requests from the Program.** The Contractor shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.

**6. Responsibilities of the Foundation and Program.**

**A. Designated Representative.** The Executive Director of the Program shall act as the Program's administrative representative with respect to the Contractor's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services covered by this Contract.

**B. Data to be Furnished to the Contractor.** All information, data, reports, and maps as are available to the Program and necessary for the carrying out of the Work set forth herein shall be furnished to the Contractor without charge and the ED Office shall cooperate with the Contractor in every way possible in the carrying out of the project.

**C. Supervision of Work.** The Foundation, Program, and ED Office shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Foundation, Program and ED Office will not be responsible for Contractor's failure to perform the Work in accordance with the Contract.

**D. Safety.** While at the Site, Foundation, Program and ED Office's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Foundation, Program and ED Office has been informed.

**7. Special Provisions.**

**A. Work Hours Near Eagle Roost.** From December 15 to February 15 and within a 0.25-mile area around a known eagle roost, site activity should occur beginning one (1) hour after sunrise and finishing one hour (1) before sunset to minimize disturbance of the roost.

**B. Work Hours During Whooping Crane Migration.** Work occurring in or within 0.25 miles of the Platte River channel between the dates March 6 and April 29, or October 9 and November 15, the Contractor will not begin work until one of the following requirements has been met each day: 1) The Contractor observes the airplane conducting whooping crane surveys during their daily basis fly-over the construction zone without circling back to verify a whooping crane sighting; or 2) it is at least one (1) hour after sunrise and the Contractor has confirmed there are no whooping cranes or large white birds in the construction zone; or 3) the ED Office has confirmed the lack of whooping cranes in the construction zone. If the Contractor has any suspicion or question as to whether a whooping crane is present, he will not start work until a positive identification can be made by the ED Office or the bird(s) leave by their own accord. The Contractor will contact the Project Engineer anytime he thinks there may be a whooping crane in the construction zone. Between these same dates, the Contractor must conclude work two (2) hours before sunset and equipment must be staged at a location more than 0.25 miles from, or visually screened, from the channel.

**C. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**D. Publicity.** Any publicity or media contact associated with the Contractor's services and the result of those services provided under this Contract shall be the sole responsibility of the Program. Media requests of the Contractor should be directed to the Director of Outreach and Operations in the ED Office.

**E. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**F. Debarment and Suspension.** Contractor certifies by signing this Contract that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

**G. Anti-Lobbying.** Contractor makes the representations set forth on the Certification Regarding Lobbying, which is attached as Exhibit B and incorporated by reference as



part of this Contract. Contractor shall execute such Certification at the time of executing this Contract.

## **8. General Provisions.**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all Parties to this Contract.

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.

**C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.

**D. Audit/Access to Records.** The Program, the Foundation and any of their representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Program or the Foundation, provide to the Foundation or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with the Foundation or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.

**E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Contract to acquire similar services from another party.

**F. Award of Related Contracts.** The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Program in all such cases.

**G. Certificate of Good Standing.** Contractor shall provide Certificate of Good

Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

**H. Compliance with Law.** The **Contractor** shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

**I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the **Contractor** in the performance of this Contract shall be kept confidential by the **Contractor** unless written permission is granted by the **Program** for its release.

**J. Conflicts of Interest**

(i) **Contractor** shall not engage in providing consultation to or representation of clients, agencies or firms which may constitute a conflict of interest giving rise to a disadvantage to the **Program** or a disclosure which would adversely affect the interests of the **Program**. **Contractor** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Contractor's** performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the **Contractor** shall take steps to ensure that the file, evidence, evaluation, and data are provided to the **Program** or its designee. This does not prohibit or affect the **Contractor's** ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the **Program**, its signatories, boards, commissions, or the **Foundation**, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

**K. Entirety of Contract.** This Contract, consisting of *Eleven (11)* pages, Exhibit A, consisting of *six (6)* pages, and Exhibit B, consisting of *one (1)* pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**M. Indemnification.** The Contractor shall indemnify and hold harmless the Foundation, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice. The obligations of this paragraph shall survive termination of this Contract.

**N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program, Foundation, or ED Office for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Foundation, Program, or ED Office employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.

**P. Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract.

**Q. Ownership of Documents/Work Product/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.

**R. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

**S. Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provided the corresponding certificates of insurance:

- (i) Commercial General Liability Insurance. Contractor shall provide

coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) in aggregate and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) **Business Automobile Liability Insurance.** Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

(iii) **Workers' Compensation and Employers' Liability Insurance.** The Contractor shall provide proof of workers' compensation coverage. Contractor's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

**T. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance and sales taxes.

**U. Termination of Contract.** This Contract may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. In the event of a termination, Program shall pay Contractor for all reasonable work performed up to the effective date of the termination.

**V. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**W. Time is of the Essence.** Time is of the essence in all provisions of the Contract.

**X. Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

**Y. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

## **9. Contacts.**

### **Administrative Point of Contact (Foundation):**

Diane M. Wilson  
Manager of Public/Private Partnerships  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Fax: (402) 323-7349  
Email: [dwilson@nebcommfound.org](mailto:dwilson@nebcommfound.org)

### **Technical Point of Contact (Program):**

Tim R. Tunnell, Senior Land Manager  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [tunnellt@headwaterscorp.com](mailto:tunnellt@headwaterscorp.com)

### **Administrative Point of Contact (Contractor):**

Keith Nuttelman, Owner  
Nuttelman Fencing, Inc.  
7420 W. 100<sup>th</sup> Street  
Kearney, NE 68845  
Phone: (308) 893-2844  
Fax: (000) 000-0000  
Email: [nuttelmanfencing@gmail.com](mailto:nuttelmanfencing@gmail.com)

### **Admin. Point of Contact (Program):**

Jason Farnsworth, Executive Director  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [farnsworthj@headwaterscorp.com](mailto:farnsworthj@headwaterscorp.com)

### **Media Point of Contact (Program):**

Dr. Bridget Barron, Director of Outreach  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [barronb@headwaterscorp.com](mailto:barronb@headwaterscorp.com)

### **Technical Point of Contact (Contractor):**

SAME AS ADMIN

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**10.     Signatures.** By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

**NEBRASKA COMMUNITY FOUNDATION**

\_\_\_\_\_  
Diane M. Wilson  
Manager of Public/Private Partnerships

\_\_\_\_\_  
Date

**NUTTELMAN FENCING, INC.**

\_\_\_\_\_  
Keith Nuttelman  
Owner

\_\_\_\_\_  
Date

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM  
ACKNOWLEDGEMENT**

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this agreement.

\_\_\_\_\_  
Jason Farnsworth  
Executive Director

\_\_\_\_\_  
Date

**EXHIBIT “A”  
WORK SOLICITATION**



ITEM	DESCRIPTION	UNITS	PRELIM QUANTS	FINAL QUANTS
001	MOBILIZATION	LS	1	
002	WIRE FENCE CONSTRUCTION	LF	5,003	
003	ELECTRIC FENCE CONSTRUCTION	LF	5,003	

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

PROPERTY 2010002  
FENCING PROJECT

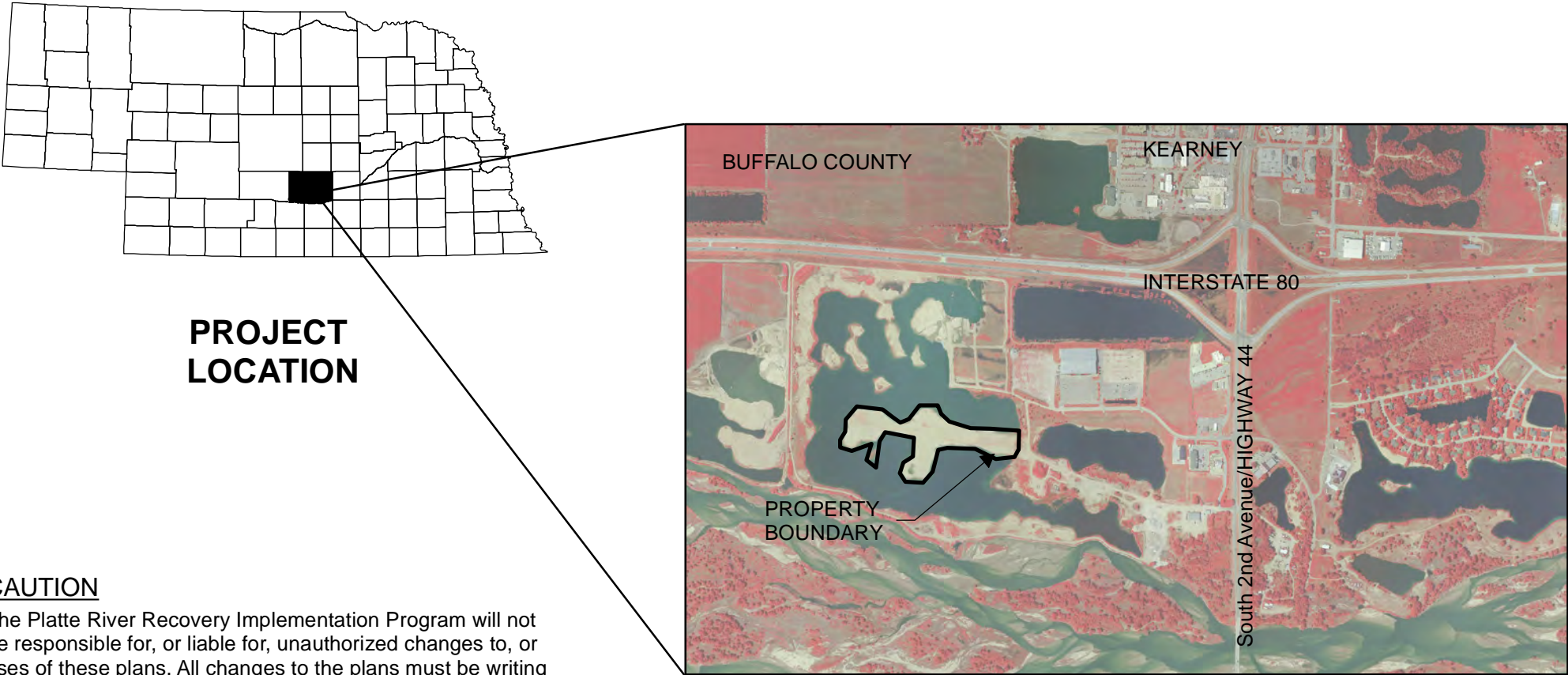
IN BUFFALO COUNTY, NE

- INDEX
- 1

COVER SHEET
- 2


SITE LAYOUT
- 3

FENCE DETAILS



PROJECT  
LOCATION

**CAUTION**  
The Platte River Recovery Implementation Program will not be responsible for, or liable for, unauthorized changes to, or uses of these plans. All changes to the plans must be writing and must be approved by the Program.



PLATTE RIVER  
RECOVERY IMPLEMENTATION PROGRAM

PROJECT NO. 21-005

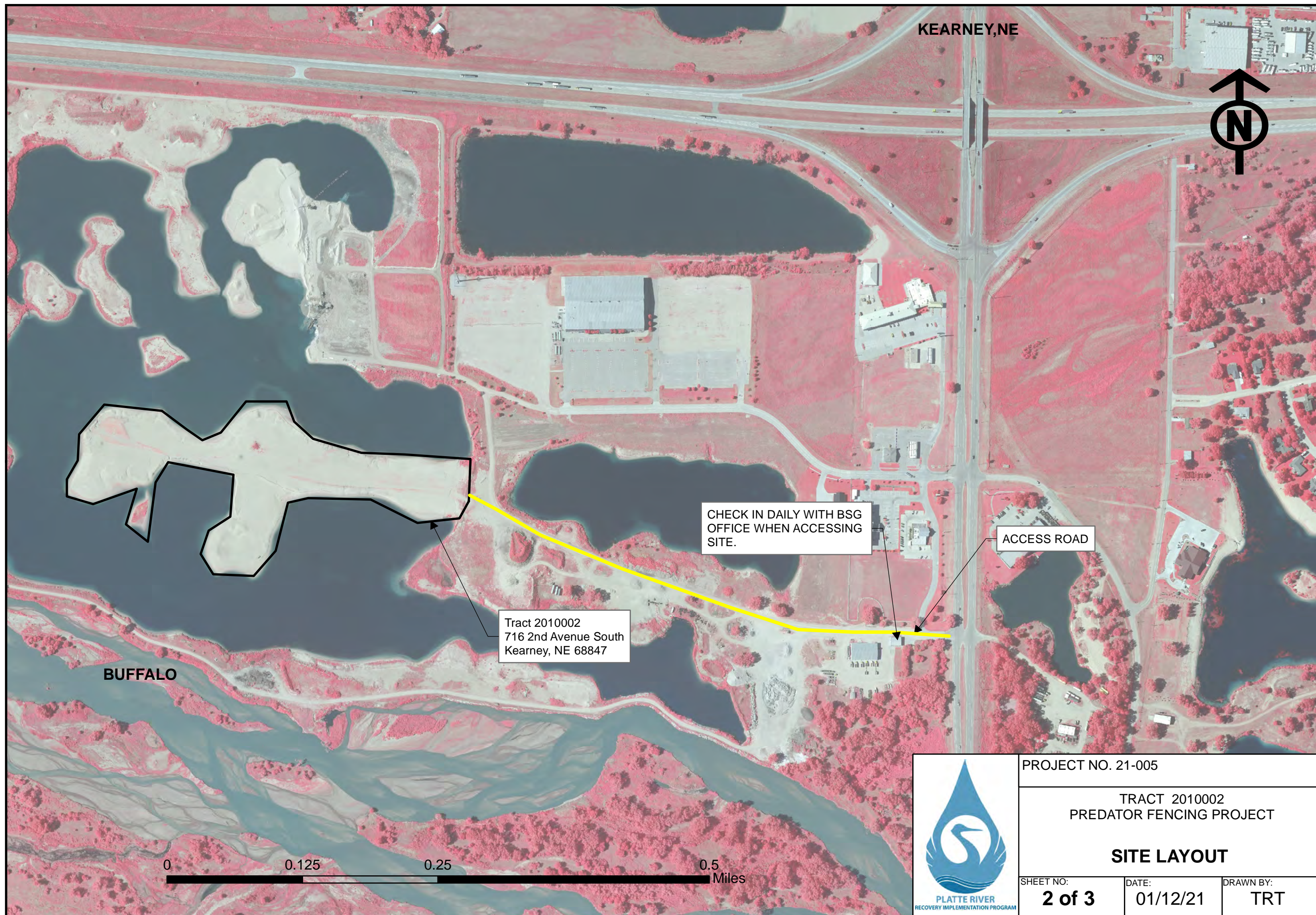
PROPERTY 2010002  
FENCING PROJECT  
**COVER SHEET**

SHEET NO:  
**1 of 3**

DATE:  
01/12/21

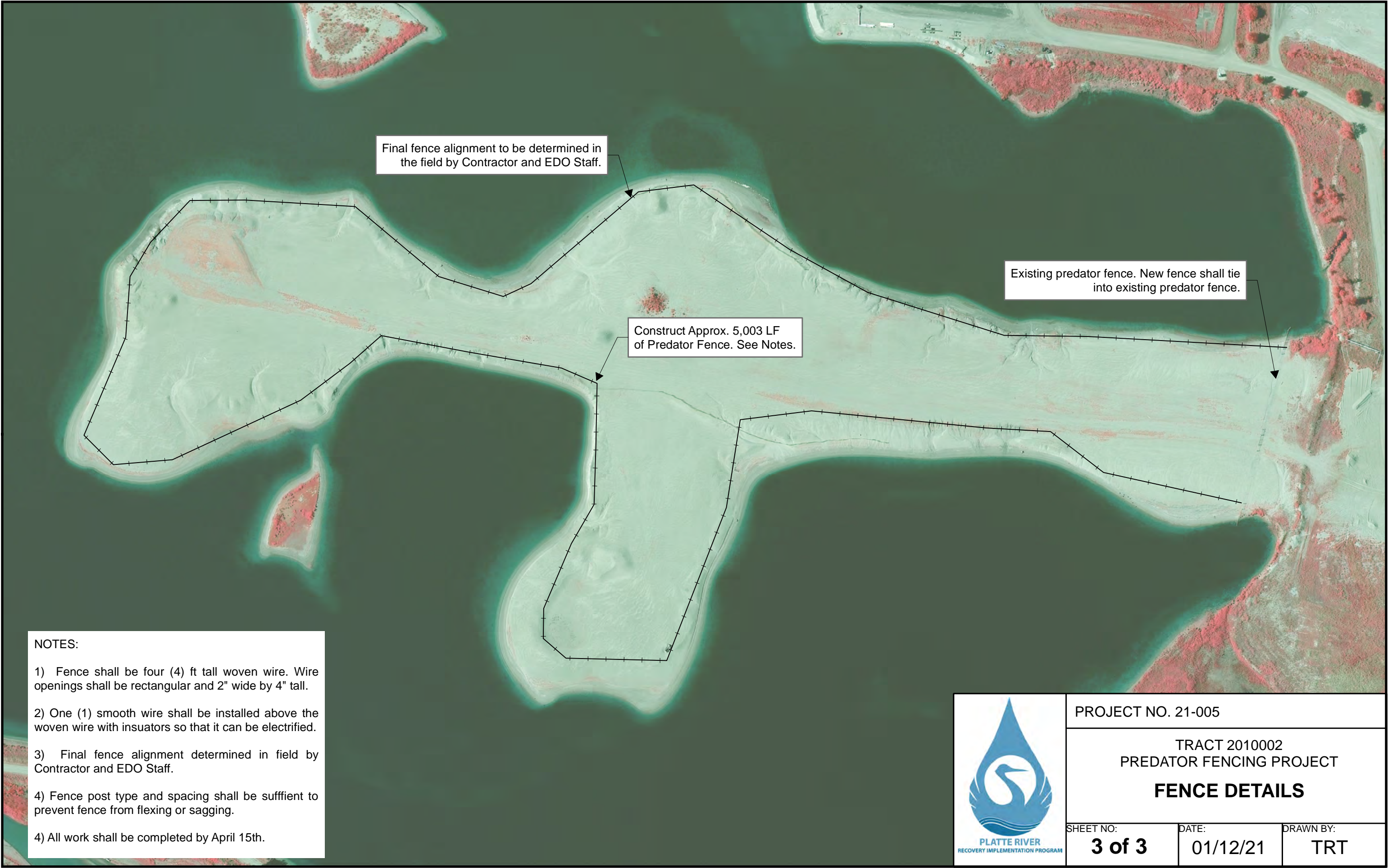
DRAWN BY:  
TRT





PROJECT NO. 21-005		
TRACT 2010002 PREDATOR FENCING PROJECT		
SITE LAYOUT		
SHEET NO: <b>2 of 3</b>	DATE: 01/12/21	DRAWN BY: TRT





NOTES:

- 1) Fence shall be four (4) ft tall woven wire. Wire openings shall be rectangular and 2" wide by 4" tall.
- 2) One (1) smooth wire shall be installed above the woven wire with insulators so that it can be electrified.
- 3) Final fence alignment determined in field by Contractor and EDO Staff.
- 4) Fence post type and spacing shall be sufficient to prevent fence from flexing or sagging.
- 4) All work shall be completed by April 15th.



PROJECT NO. 21-005		
TRACT 2010002 PREDATOR FENCING PROJECT <b>FENCE DETAILS</b>		
SHEET NO: <b>3 of 3</b>	DATE: 01/12/21	DRAWN BY: TRT

**EXHIBIT “B”**  
**Certification Regarding Lobbying**

The undersigned certifies, on behalf of **Contractor**, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of **Contractor**, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Contractor with respect to the federal grant or cooperative agreement under which the Contractor is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**NUTTELMAN FENCING, INC. (“CONTRACTOR”)**  
**By:**

\_\_\_\_\_  
Keith Nuttelman, Owner

\_\_\_\_\_  
Date



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## ATTACHMENT B



## REQUEST FOR QUOTATION

PROJECT: P21-005 Tract 2010002 Predator Fence Construction Project  
 LOCATION: Tract 2010002  
 NEAR: Kearney, Nebraska  
 REQUEST DATE: January 18, 2021  
 CLOSING DATE: ***January 28, 2021 – 5:00 pm central time***  
 CONTACT: Tim R. Tunnell, Senior Land Manager  
 Headwaters Corporation  
 4111 4<sup>th</sup> Ave, Suite 6  
 Kearney, NE 68845  
tunnellt@headwaterscorp.com

The undersigned acknowledges receipt of the following plans and specifications:

- # 1 (✓) Sheet 1 – Cover
- # 2 (✓) Sheet 2 – Site Layout
- # 3 (✓) Sheet 3 – Fence Construction Details

The undersigned, having examined the drawings and investigated the local conditions affecting the project work, hereby proposes to perform the project in accordance with the contract documents for the following rates:

THIS QUOTE SUBMITTED ON DATE: 1-22-2021



The Contractor is required to submit quotes for all work Items below.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
001	Mobilization and Demobilization	LS	1	\$ N/A	\$ 660
002	Predator Fence Construction	LF	5,004	\$ 5.18	\$ 25,920.00
003	Electric Fence Construction	LF	5,004	\$ .60	\$ 3,002.00

**TOTAL QUOTE PRICE** Twenty nine thousand, five hundred  
eighty two dollars, no cents dollars (\$29,582.00 )

**WORK COMPLETION DATE:** \_\_\_\_\_

THIS QUOTE SUBMITTED BY:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**A Corporation**

Corporation Name: Nuttelman Fencing Inc (SEAL)

State of Incorporation: Nebraska

Type (General Business, Professional, Service, Limited Liability): S corp

By: Keith Nuttelman  
(Signature - attach evidence of authority to sign)

Name (typed or printed): Keith Nuttelman

Title: Co-owner

Attest: Judith Nuttelman (CORPORATE SEAL)  
(Signature of Corporate Secretary)

**CONTACT INFORMATION:**

Bidder's Business Address: 7420 W. 100th St.

Phone: 308-893-2844 Facsimile: Same