Special Board Meeting
Monday, April 21, 2025 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting to Order
2. Roll Call
3. Flag Salute/Open Meetings Act Statement
4. Patron's Comments
5. Regular Agenda
   5.1. Discuss, consider, and take all necessary action on the policy review.
   5.2. Discuss, consider, and take all necessary action on the 211 S Madison Street - Brainard garage bids.
   5.3. Discuss, consider, and take all necessary action on the proposed bids for the Madison Street Drainage Project.
6. Adjournment

Bid Tab

PROJECT | Brainard Drainage Improvements

JEO PROJECT NO. | 241284.00

LOCATION | Brainard, Nebraska

LETTING | April 15, 2025 @ 10:00 AM

OPINION OF PROBABLE COST | $140,000

Bidder	Total Group A
M.E.Collins Contracting Co., Inc. Wahoo, NE	$115,956.00
MC Wells Contracting LLC Omaha, NE	$123,819.00
Bauer Infrastructure Martell, NE	$129,164.50
Nemaha Sports Construction Lincoln, NE	$133,805.00
General Excavating Lincoln, NE	$163,209.00

Tab Sheet

PROJECT | Brainard Drainage Improvements

JEO PROJECT NO. | 241284.00

LOCATION | Brainard, Nebraska

				M.E. Collins Contracting		MC Wells Contracting		Bauer Infrastructure		Nemaha Sport Construction		General Excavating	
GROUP A													
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Mobilization	1	LS		$7,400.00		$12,000.00		$12,910.00		$15,000.00		$14,750.00
2	Bonding and Insurance	1	LS		$100.00		$8,000.00		$1,549.00		$2,101.00		$3,500.00
3	Remove Pavement	545	SY	$11.60	$6,322.00	$11.00	$5,995.00	$9.50	$5,177.50	$10.00	$5,450.00	$18.00	$9,810.00
4	Remove Concrete Sidewalk	1,017	SF	$2.10	$2,135.70	$2.00	$2,034.00	$2.50	$2,542.50	$2.00	$2,034.00	$3.00	$3,051.00
5	7" Concrete Pavement	545	SY	$84.80	$46,216.00	$80.00	$43,600.00	$88.00	$47,960.00	$95.00	$51,775.00	$125.00	$68,125.00
6	5" Concrete Sidewalk	1,009	SF	$9.70	$9,787.30	$8.00	$8,072.00	$13.50	$13,621.50	$10.00	$10,090.00	$12.00	$12,108.00
7	Subgrade Preparation	545	SY	$4.00	$2,180.00	$7.00	$3,815.00	$8.00	$4,360.00	$8.00	$4,360.00	$16.00	$8,720.00
8	Detectable Warning Panels	64	SF	$39.00	$2,496.00	$50.00	$3,200.00	$29.00	$1,856.00	$79.00	$5,056.00	$45.00	$2,880.00
9	Remove Storm Sewer Structure (< 6' deep)	1	EA	$945.00	$945.00	$1,500.00	$1,500.00	$1,875.00	$1,875.00	$3,151.00	$3,151.00	$950.00	$950.00
10	Nyloplast Curb Inlet with Grate	1	EA	$5,459.00	$5,459.00	$5,000.00	$5,000.00	$5,011.50	$5,011.50	$5,775.00	$5,775.00	$4,800.00	$4,800.00
11	Type D Modified Inlet	1	EA	$6,700.00	$6,700.00	$10,000.00	$10,000.00	$7,655.00	$7,655.00	$5,183.00	$5,183.00	$8,500.00	$8,500.00
12	Storm Drainage Pipe Tap	1	EA	$845.00	$845.00	$500.00	$500.00	$669.50	$669.50	$845.00	$845.00	$500.00	$500.00
13	12" PP Pipe	200	LF	$68.70	$13,740.00	$50.00	$10,000.00	$81.00	$16,200.00	$53.00	$10,600.00	$72.00	$14,400.00
14	4" PVC Pipe	10	LF	$74.00	$740.00	$100.00	$1,000.00	$71.50	$715.00	$43.00	$430.00	$95.00	$950.00
15	Seeding, Fertilizer	373	SY	$2.00	$746.00	$4.00	$1,492.00	$4.50	$1,678.50	$1.80	$671.40	$2.50	$932.50
16	Erosion Control Mat	373	SY	$2.00	$746.00	$7.00	$2,611.00	$3.50	$1,305.50	$3.20	$1,193.60	$2.50	$932.50
17	Curb Inlet Sediment Filter	2	EA	$361.00	$722.00	$250.00	$500.00	$40.00	$80.00	$181.00	$362.00	$300.00	$600.00
18	Remove & Reset Sign	2	EA	$158.00	$316.00	$500.00	$1,000.00	$83.50	$167.00	$784.00	$1,568.00	$100.00	$200.00
19	Permanent Pavement Markings	1	LS		$2,300.00		$1,000.00		$1,277.00		$2,243.00		$2,400.00
20	Temporary Traffic Control Measures	1	LS		$6,060.00		$2,500.00		$2,554.00		$5,917.00		$5,100.00
TOTAL GROUP A					$115,956.00		$123,819.00		$129,164.50		$133,805.00		$163,209.00

April 16, 2025

Joel Vrbka
Village of Brainard
111 East Washington Street
Brainard, NE 68626

RE: Brainard, NE
Brainard Drainage Improvements
JEO Project No. R241284.00

Dear Mr. Vrbka:

On April 15, 2025, five (5) bids were received by the Village of Brainard for the above reference project.

The five bidders were Bauer Infrastructure, General Excavating, MC Wells Contracting LLC, M.E. Collins Contracting Co., Inc., and Nemaha Sports Construction. M.E. Collins Contracting Co., Inc., out of Wahoo, Nebraska was the lowest bidder submitting a bid for Base Bid of $115,956.00. The Engineer's Estimate for construction costs was $140,000.00

Based on our review of the bid and the reputation of M.E. Collins Contracting Co., Inc., it is our recommendation to the Village Council to accept the bid and award the project to M.E. Collins Contracting Co., Inc.

If you have any questions about the recommendation, please feel free to contact me.

Sincerely,

Eli Green

Eli Green
Senior Engineer

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: April 21, 2025.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **April 22, 2024**
Owner: **Village of Brainard, NE**
Engineer: **JEO Consulting Group, Inc.**
Project: **Brainard Drainage Improvement**

ARTICLE 2 – NATURE OF AMENDMENT

X Additional Services to be performed by Engineer

X Modifications to services of Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform construction services. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	$ **5,100**
Net change for prior amendments:	$ **16,600**
This amendment amount:	$ **19,700**
Adjusted Agreement amount:	$ **41,400**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER: JEO Consulting Group, Inc.	
By:		By:	
Print name:	Joel Vrbka	Print name:	Andrew Wilshusen
Title:	Chairperson	Title:	Project Manager
Date Signed:		Date Signed:	4/16/2025

SCOPE OF SERVICES:
Exhibit A

1 CONSTRUCTION PHASE

1.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.

1.2 Provide construction staking of the proposed improvements, including marking removals, location and grade of the proposed storm sewer and paving improvements.

1.3 Review shop drawings and related data supplied by the Contractor.

1.4 Provide interpretation of the plans and specifications, when necessary.

1.5 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.

1.6 Attend up to one (1) City Council meeting during construction to provide project updates and assistance with pay applications, change orders, etc.

1.7 Consult with and advise Owner during construction regarding all aspects of the project.

1.8 Coordinate and review geotechnical soil and concrete testing results. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting is the responsibility of the Contractor.

1.9 Perform measurement of all final as-built quantities.

1.10 Conduct a final inspection of project with the Contractor and Owner.

1.11 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.

1.12 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

1.13 Prepare Record Drawings.

1.14 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.

1.15 Issue 6- and 11-month warranty letters to the Owner and Contractor. Conduct field reviews of project should a field inspection be necessary.

1.16 Issue a warranty period correction letter to the contractor for warranty repair items if necessary.

2 RESIDENT PROJECT REPRESENTATION

2.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work.

2.2 The duties and responsibilities of the RPR are described as follows:

- 2.2.1 Review of contractors work for general compliance with the plans and specifications.
- 2.2.2 Complete Construction Observation Reports when on site
- 2.2.3 Coordinate pay quantities with contractor and engineer.
- 2.2.4 Review of materials delivered to the site for specification compliance.
- 2.2.5 Assist the engineer in interpretation of the plans and specifications to the contractor.
- 2.2.6 Review and coordinate materials testing
- 2.2.7 Compile records for use in preparing record drawings.

3 FEE

3.1 JEO proposes to provide the services defined above for the fees defined below:

Task	Fee
Construction Phase (Lump Sum)	**$ 9,200.00**
Resident Project Representation (Hourly)	**$ 10,500.00**
Estimated Total	**$ 19,700.00**

4 CONTRACT TIME

4.1 Construction Phase – 2025 Construction Season

4.2 If the Basic Services covered by this Agreement have not been completed by December 1, 2025, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.

4.3 The information in this proposal and fee estimate is valid until May 1, 2025. After that time, the scope of services and estimated are subject to adjustment.

5 EXCLUSIONS

5.1 Geotechnical investigation of subsurface soils conditions

5.2 Wetlands determination and mitigation

5.3 SWPPP preparation, administration and inspections

5.4 Special meetings and meetings not outlined in the Scope of Services

5.5 Signing, marking, and traffic control plans

5.6 Payroll record review and labor interviews