

CITY COUNCIL PROCEEDINGS
January 14, 2026

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by posting in four public places (City Office, US Post Office, Butler County Courthouse, and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda, which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council Members Jim Angell, Rick Holland, Jeremy Abel, Kevin Woita, Keith Marvin, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and City Clerk - Treasurer Lori Matchett. City Attorney David Levy attended via Zoom.

Also present for the meeting were: Police Chief Marla Schnell, Account Clerk Elizabeth Parker, Ethan Joy of JEO Consulting Group, Marlene Hein and John Kopecky.

The meeting opened with the Pledge of Allegiance.

Council member Rick Holland made a motion to approve the minutes of December 10, 2025, meeting of the Mayor and City Council as presented. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Kevin Woita made a motion to approve claims as presented. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Mayor Jessica Miller informed the council that policies and updates to the handbook will be updated in the near future. As part of the update, the clothing allowance will also be looked at and information updated per department. There are certain departments that require specialized uniforms and clothing.

Council President Bruce Meysenburg addressed the State Auditor Report and informed everyone that the City is looking at all policies and processes. Staff has been implementing the recommendations from the State Auditor's Office.

Mayor Jessica Miller gave an update on the Creative District. She mentioned that City Clerk Lori Matchett and herself met with Louise Niemann and Tricia Schmit, looking over the designs created by the UNL Students. Lori, Louise, Tricia, and Jessica made recommendations and suggestions for the designs that were presented. The next step is to have the UNL Students update and look at the designs and then adjust the designs. Once updated, then they will present it to the Creative District again and, at that time, the Creative District will ask the local veterans for advice and suggestions.

Council member Kevin Woita made a motion to approve the Committee and Office Reports. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Ethan Joy of JEO Consulting Group introduced himself, JEO Consulting recommends approval of Pay Application No. 22 for BRB Contractors, Inc.

Council member Kevin Woita made a motion to approve Pay Application No. 22 for BRB Contractors, Inc. in the amount of \$312,316.23 for the Wastewater Treatment Plant Improvement Project. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Contractor's Application for Payment

Owner:	City of David City		Owner's Project No.:	251034.00																									
Engineer:	JEO Consulting Group, Inc.		Engineer's Project No.:																										
Contractor:	BRB Contractors, Inc.		Contractor's Project No.:	NE3DAV																									
Project:	David City Wastewater Treatment Facility Improvements																												
Contract:	David City Wastewater Treatment Facility Improvements																												
Application No.:	22	Application Date:	12/23/2025																										
Application Period:	From	11/25/2025	to	12/23/2025																									
<table border="1"> <tr> <td>1. Original Contract Price</td> <td>\$ 16,882,000.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td>\$ 737,176.37</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td>\$ 17,619,176.37</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td>\$ 15,869,275.92</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td>a. 5% X \$ 14,514,406.03</td> <td>Work Completed = \$ 725,720.30</td> </tr> <tr> <td>b. 5% X \$ 1,354,869.89</td> <td>Stored Materials = \$ 67,743.49</td> </tr> <tr> <td>c. Total Retainage (Line 5.a + Line 5.b)</td> <td>\$ 793,463.79</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td>\$ 15,075,812.13</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td>\$ 14,763,495.90</td> </tr> <tr> <td>8. Amount due this application</td> <td>\$ 312,316.23</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td>\$ 2,543,364.24</td> </tr> </table>						1. Original Contract Price	\$ 16,882,000.00	2. Net change by Change Orders	\$ 737,176.37	3. Current Contract Price (Line 1 + Line 2)	\$ 17,619,176.37	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 15,869,275.92	5. Retainage		a. 5% X \$ 14,514,406.03	Work Completed = \$ 725,720.30	b. 5% X \$ 1,354,869.89	Stored Materials = \$ 67,743.49	c. Total Retainage (Line 5.a + Line 5.b)	\$ 793,463.79	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 15,075,812.13	7. Less previous payments (Line 6 from prior application)	\$ 14,763,495.90	8. Amount due this application	\$ 312,316.23	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,543,364.24
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Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: BRB Contractors, Inc.

Signature: Joshua Blynn

Date: 12/29/2025

Recommended by Engineer
DocuSigned by:

By: Ethan Jon, P.E.

Title: Project Ma

Date: 12/29/2025

Approved by Funding Agency

Approved by Owner

By:

Title: Mayor

Date: 1/18/2028

By: N/A

By: N/A

Title:

Title:

Date:

Date:

City Council Proceedings
January 14, 2026
Page #3

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Application No.:	22	Application Period:		From C	11/25/25	to D	11/25/25	12/23/25	Application Date:							
		A	B						(D + E) From Previous Application (\$)	Work Completed E	Currently Stored (not in D or E) (\$)	F	Work Completed and Materials Stored to Date (D + E + F) (\$)	G	H	I
Item No.	Description	Scheduled Value (\$)	Original Contract	Period (\$)	% of Scheduled Value (G / C) [%]	Balance to Finish (C - G) (\$)										
	GENERAL SITework															
1	Mobilize	\$ 750,000.00		\$ 750,000.00	100%											
2	Bonds and Insurance	\$ 180,000.00		\$ 180,000.00	100%											
3	SWPP Items	\$ 25,000.00		\$ 23,500.00	93%											
4	Site Clearing	\$ 30,000.00		\$ 30,000.00	100%											
5	12" & 16" Forcemain Piping	\$ 300,000.00		\$ 214,557.08	78,000.00											
6	Other Piping/Valves	\$ 1,395,000.00		\$ 1,023,000.00	135,000.00											
7	Precast Manholes	\$ 65,000.00		\$ 60,000.00	92%											
8	Instrumentation & Control	\$ 50,000.00		\$ 15,000.00	30,096.14											
9	Electrical/Generator Work	\$ 125,000.00		\$ 112,500.00	90%											
10	HEADWORKS BUILDING															
11	Excavation & Backfill	\$ 150,000.00		\$ 120,000.00	5,000.00											
12	Concrete Base Structure	\$ 500,000.00		\$ 500,000.00	100%											
13	Concrete Wall/Structure	\$ 1,207,000.00		\$ 1,207,000.00	100%											
14	Concrete Floor/Deck Structure	\$ 350,000.00		\$ 350,000.00	100%											
15	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 40,000.00	10,000.00											
16	Masonry Above Structure	\$ 225,000.00		\$ 225,000.00	100%											
17	Doors & Windows Furnish/Install	\$ 65,000.00		\$ 65,000.00	100%											
18	Roof Trusses Furnish/Install	\$ 45,000.00		\$ 45,000.00	100%											
19	Standing Seam Roof & Specialties	\$ 100,000.00		\$ 80,000.00	80%											
20	Slide Gates Furnish/Install	\$ 100,000.00		\$ 95,000.00	5,000.00											
21	Bar Screen Furnish/Install	\$ 200,000.00		\$ 185,000.00	100%											
22	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00		\$ 755,000.00	285,000.00											
23	Parshall Flume	\$ 10,000.00		\$ 10,000.00	10,000.00											
24	Indoor Sampler	\$ 20,000.00		\$ 20,000.00	-											
25	Painting Structure	\$ 40,000.00		\$ 40,000.00	-											
26	Instrumentation & Control Work	\$ 950,000.00		\$ 538,253.00	175,000.00											
27	Mechanical Work (both buildings)	\$ 270,000.00		\$ 25,000.00	20,000.00											
28	Electrical Work	\$ 700,000.00		\$ 449,500.00	115,000.00											
29	AGP FLUME NO. 20	\$ 15,000.00		\$ 15,000.00	13,000.00											
30	Excavation & Backfill	\$ 160,000.00		\$ 160,000.00	155,000.00											
31	Concrete Base	\$ 20,000.00		\$ 20,000.00	10,000.00											
32	Concrete Walls	\$ 42,000.00		\$ 42,000.00	10,000.00											
33	Misc. Metals Furnish/Install	\$ 10,000.00		\$ 8,500.00	8,500.00											
34	Equipment Flume/Install	\$ 15,000.00		\$ 15,000.00	15,000.00											
35	INFLUENT PUMP STATION	\$ -		\$ -	-											
36	Excavation & Backfill	\$ 155,000.00		\$ 155,000.00	155,000.00											

City Council Proceedings
January 14, 2026
Page #4

Contractor's Application for Payment									
Application No.: 22		Application Period:		From 11/25/25		to 12/23/25		Application Date: 12/23/25	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	% of Finish (C - G)	
34	Concrete Base	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	100%	
35	Concrete Walls	\$ 327,000.00	\$ 327,000.00			\$ 327,000.00	100%	100%	
36	Concrete Roof	\$ 100,000.00	\$ 100,000.00			\$ 100,000.00	100%	100%	
37	Misc. Metals Furnish/Install	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	100%	
38	Furnish & Install Pumps	\$ 525,000.00	\$ 488,750.00			\$ 498,750.00	95%	26,250.00	
39	Furnish & Install Jib Crane & Foundation	\$ 50,000.00	\$ -		\$ 34,850.00	\$ 34,850.00	70%	15,140.00	
40	Painting Work	\$ 35,000.00	\$ 35,000.00			\$ 35,000.00	100%	100%	
41	Electrical Work	\$ 50,000.00	\$ 14,000.00	\$ 11,000.00		\$ 25,000.00	50%	25,000.00	
NEW SBR STRUCTURE									
42	Excavation & Backfill	\$ 350,000.00	\$ 325,000.00	\$ 10,000.00		\$ 335,000.00	96%	15,000.00	
43	SBR Concrete Base Sections	\$ 520,000.00	\$ 520,000.00			\$ 520,000.00	100%	100%	
44	SBR Concrete Wall Sections	\$ 1,261,000.00	\$ 1,261,000.00			\$ 1,261,000.00	100%	100%	
45	SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 965,000.00	\$ 12,000.00		\$ 977,000.00	98%	23,000.00	
46	SBR Basin Equipment Pumps	\$ 50,000.00	\$ 48,000.00			\$ 48,000.00	96%	2,000.00	
47	Misc. Metals Furnish/Install	\$ 40,000.00	\$ -	\$ 22,000.00	\$ 12,568.95	\$ 34,568.95	86%	5,431.05	
48	Painting Work	\$ 15,000.00	\$ 15,000.00			\$ 15,000.00	100%	100%	
49	Electrical Work	\$ 50,000.00	\$ 37,295.00	\$ 5,000.00		\$ 42,295.00	85%	7,705.00	
BLOWER BUILDING MODIFICATIONS									
50	Concrete Floor/Wall Demolition	\$ 15,000.00	\$ 15,000.00			\$ 15,000.00	100%	100%	
51	Excavation & Backfill	\$ 15,000.00	\$ 15,000.00			\$ 15,000.00	100%	100%	
52	New Concrete Floor and Blower Bases	\$ 35,000.00	\$ 32,000.00			\$ 32,000.00	91%	3,000.00	
53	New Masonry Wall/Misc. Infill	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	100%	
54	Furnish & Install Doors	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	100%	
55	Furnish & Install New/Existing SBR Blowers	\$ 40,000.00	\$ 40,000.00			\$ 40,000.00	100%	100%	
56	Painting Work	\$ 20,000.00	\$ 20,000.00			\$ 20,000.00	100%	100%	
57	Instrumentation & Control Work	\$ 150,000.00	\$ 141,000.00			\$ 141,000.00	94%	9,000.00	
58	Electrical Work	\$ 100,000.00	\$ 93,625.00	\$ 3,000.00		\$ 96,625.00	97%	3,375.00	
EXISTING SBR BASIN MODIFICATIONS									
59	Remove Existing Equipment & Piping	\$ 50,000.00	\$ -			\$ -	0%	50,000.00	
60	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 5,000.00			\$ 882,316.62	89%	112,683.38	
61	Existing SBR Basin Equipment Pumps	\$ 50,000.00	\$ -			\$ 29,535.50	59%	20,464.50	
62	Misc. Metals Furnish/Install	\$ 40,000.00	\$ -			\$ 31,650.00	79%	8,350.00	
63	Construct New SBR Splitter Box	\$ 174,000.00	\$ 174,000.00			\$ 174,000.00	100%	100%	
64	Painting Work	\$ 20,000.00	\$ -			\$ -	0%	20,000.00	
65	Electrical Work	\$ 50,000.00	\$ 5,000.00			\$ 5,000.00	10%	45,000.00	
66	STORAGE BUILDING	\$ 35,000.00	\$ -			\$ -			
67	Excavation & Backfill	\$ 40,000.00	\$ 35,000.00			\$ 35,000.00	100%	100%	
	Building Drainage Piping & Oil Separator	\$ 40,000.00	\$ 40,000.00			\$ 40,000.00	100%	100%	

City Council Proceedings
 January 14, 2026
 Page #5

Contractor's Application for Payment									
Progress Estimate - Lump Sum Work									
Application No.:	22	Application Period:	From	11/15/25	to	12/23/25	Application Date:	12/23/25	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
68	Concrete Foundations	\$ 40,000.00	\$ 40,000.00			\$ 40,000.00	100%		
69	Concrete Floor	\$ 56,000.00	\$ 56,000.00			\$ 56,000.00	100%		
70	New Building Walls and Roof	\$ 270,000.00	\$ 239,259.00			\$ 239,259.00	85%	\$ 30,741.00	
71	Doors & Windows	\$ 40,000.00	\$ 40,000.00			\$ 40,000.00	100%		
72	Painting Work	\$ 30,000.00	\$ -			\$ -	0%	\$ 30,000.00	
73	Electrical Work	\$ 75,000.00	\$ 12,000.00		\$ 10,000.00	\$ 22,000.00	29%	\$ 53,000.00	
DEMO EXISTING HEADWORKS BUILDING									
74	Demolition of Existing Building Complete	\$ 30,000.00	\$ -			\$ -	0%	\$ 30,000.00	
CLOSEOUT									
75	Site Grading	\$ 25,000.00	\$ -			\$ -	0%	\$ 25,000.00	
76	SBR/Storage Building Sidewalks	\$ 25,000.00	\$ -			\$ -	0%	\$ 25,000.00	
77	Concrete Paving	\$ 20,000.00	\$ -			\$ -	0%	\$ 20,000.00	
78	Seeding & Mulch	\$ 15,000.00	\$ -			\$ -	0%	\$ 15,000.00	
79	Crushed Rock Surfacing Roads	\$ 80,000.00	\$ -			\$ -	0%	\$ 80,000.00	
80	Fence & Gate System	\$ 30,000.00	\$ -			\$ -	0%	\$ 30,000.00	
Original Contract Totals		\$ 16,882,000.00	\$ 12,975,739.08	\$ 926,000.00	\$ 1,354,869.89	\$ 15,256,608.97	90%	\$ 1,625,391.03	

City Council Proceedings

January 14, 2026

Page #6

Contractor's Application for Payment Progress Estimate - Lump Sum Work

City Council Proceedings
January 14, 2026
Page #7

Stored Materials Summary

Contractor's Application for Payment										
Application No.: 22										
Application No.		From 11/25/25 to 12/3/25			From 11/25/25 to 12/3/25			Application Date: 12/23/25		
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submitted No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored	Amount Stored this Period	Amount Stored to Date (G + H)	Incorporated in the Work this Period (G)	Total Amount Incorporated in Work
A	B	C	D	E	F	G	H	I	J	K
50026177518	Rebar		Aqua Aerobics Down Payment		19,091.30		19,091.30	26,353.50	26,353.50	19,091.30
50026159855	Rebar				26,359.32		26,359.32	26,359.32	26,359.32	
50026147392	Rebar				26,751.09		26,751.09	26,753.09	26,753.09	
50026147072	Rebar				29,743.20		29,743.20	29,743.20	29,743.20	
50026147071	Rebar				29,743.20		29,743.20	29,743.20	29,743.20	
5002614832	Rebar				29,743.20		29,743.20	29,743.20	29,743.20	
50026127187	Rebar				22,399.72		22,399.72	22,399.72	22,399.72	
50026303876	Rebar				30,451.37		30,451.37	30,451.37	30,451.37	
07553191	Polywrap				1,954.40		1,954.40	1,954.40	1,954.40	
755226	Polywrap				420.00		420.00	420.00	420.00	
755219	Polywrap				3,170.72		3,170.72	3,170.72	3,170.72	
27693	HME Shop Drawings				6,675.00		6,675.00	6,675.00	6,675.00	
50026415841	Rebar				17,736.06		17,736.06	17,736.06	17,736.06	
50026367561	Rebar				26,960.34		26,960.34	26,960.34	26,960.34	
50026337203	Rebar				26,014.37		26,014.37	26,014.37	26,014.37	
50026192136	Rebar				18,469.82		18,469.82	18,469.82	18,469.82	
94020	SEB Wall Valves				76,643.95		76,643.95	76,643.95	76,643.95	
755902	Ductile Iron Pipe				18,451.18		18,451.18	18,451.18	18,451.18	
75571	Project Manager				15,331.50		15,331.50	14,000.00	1132.60	15,332.60
500264039471	Rebar				650.00		650.00	650.00	650.00	
50026598981	Rebar				5,675.00		5,675.00	5,675.00	5,675.00	
500266004462	Concrete Expansion Joints				5,892.80		5,892.80	5,892.80	5,892.80	
1057952	Aqua Aerobics - Second Payment				522,707.00		522,707.00	522,707.00	522,707.00	
07562012	Ductile Iron Pipe and Accessories				1,975.74		1,975.74	1,975.74	1,975.74	
755733	24" PVC Pipe				10,440.99		10,440.99	10,440.99	10,440.99	
07559021	Ductile Iron Pipe and Accessories				63,203.12		63,203.12	63,203.12	63,203.12	
7557899	Ductile Iron Pipe and Accessories				21,275.08		21,275.08	21,275.08	21,275.08	
755893	Ductile Iron Pipe and Accessories				622.71		622.71	622.71	622.71	
756281	Ductile Iron Pipe and Accessories				22,446.17		22,446.17	22,446.17	22,446.17	
95111	Butterfly Valves and Accessories				5,056.44		5,056.44	5,056.44	5,056.44	
94275	Air Release Valves				7,803.31		7,803.31	7,803.31	7,803.31	
277920	HME Shop Drawings				20,025.00		20,025.00	20,025.00	20,025.00	
01731001N	Hatches and Crane Equipment				30,750.00		30,750.00	21,605.00	21,605.00	
07562813	Ductile Iron Pipe and Accessories				3,181.29		3,181.29	3,181.29	3,181.29	
2022113	Electrical Stored Materials				36,933.43		36,933.43	19,681.02	16,952.41	36,633.43
755894	Ductile Iron Force Main Pipe				184,557.08		184,557.08	184,557.08	184,557.08	
94711	Valves				116,428.37		116,428.37	116,428.37	116,428.37	
07559022	Ductile Iron Pipe				23,676.17		23,676.17	23,676.17	23,676.17	
50027019695	Rebar				2,573.98		2,573.98	2,573.98	2,573.98	
5002633543	Rebar				14,510.75		14,510.75	14,510.75	14,510.75	
5002644897	20" PVC Pipe				20,280.00		20,280.00	20,280.00	20,280.00	
95073	Gates/Valves/Flumes				10,622.32		10,622.32	10,622.32	10,622.32	
94913	Gates/Valves/Flumes				135,104.83		135,104.83	135,104.83	135,104.83	
07558942	Ductile Iron Pipe				89,965.26		89,965.26	89,965.26	89,965.26	
07558941	Ductile Iron Pipe				48,516.80		48,516.80	48,516.80	48,516.80	
760897	Ductile Iron Pipe				30,341.68		30,341.68	30,341.68	30,341.68	

City Council Proceedings
January 14, 2026
Page #8

Contractor's Application for Payment										
Application Date: 12/23/25										
Application No.: 22		Application Period: From 11/25/25 to 12/23/25			Application Period: From 11/25/25 to 12/23/25					
A	B	C	D	E	F	G	H	I	J	K
Item No. (Lump Sum Tab or Bid Item No. (Unit Price Tab))	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored thus Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Incorporated in Work (\$)
0757192-1	Ductile Iron Pipe				6,545.67		6,545.67	6,545.67	6,545.67	-
	Ductile Iron Pipe				34,436.37		34,436.37	34,436.37	34,436.37	-
8635424-01	Electrical Stored Materials				1,093.10		1,093.10	1,093.10	1,093.10	-
8635766-00	Electrical Stored Materials				1,344.01		1,344.01	1,344.01	1,344.01	-
8635424-00	Electrical Stored Materials				1,029.30		1,029.30	1,029.30	1,029.30	-
86512180-00	Electrical Stored Materials				249.97		249.97	249.97	249.97	-
8602508-01	Electrical Stored Materials				5,846.58		5,846.58	5,846.58	5,846.58	-
8602508-02	Electrical Stored Materials				18,107.44		18,107.44	18,107.44	18,107.44	-
8635942-00	Electrical Stored Materials				10.92		10.92	10.92	10.92	-
2022-119	Electrical Stored Materials				5,915.24		5,915.24	5,915.24	5,915.24	-
95314	Valves				35,962.26		35,962.26	35,962.26	35,962.26	-
95196	Valves				5,507.18		5,507.18	5,507.18	5,507.18	-
95194	Valves				64,227.99		64,227.99	64,227.99	64,227.99	-
0760997-1	Embedded Wall Pipe				10,490.00		10,490.00	10,490.00	10,490.00	-
7630001	Embedded Wall Pipe				10,763.56		10,763.56	10,763.56	10,763.56	-
7586887	Ductile Iron Fittings				14,654.75		14,654.75	14,654.75	14,654.75	-
0760997-2	Ductile Iron Pipe				16,733.52		16,733.52	16,733.52	16,733.52	-
5000822134	Headworks Area Rebar				17,661.05		17,661.05	17,661.05	17,661.05	-
50038559050	Generator Pad Rebar				5,316.65		5,316.65	5,316.65	5,316.65	-
95160	Valves				9,113.55		9,113.55	9,113.55	9,113.55	-
765559	Ductile Iron Pipe				11,022.47		11,022.47	11,022.47	11,022.47	-
755117	Ductile Iron Pipe				95,948.26		95,948.26	95,948.26	95,948.26	-
764836	Ductile Iron Pipe				22,291.21		22,291.21	22,291.21	22,291.21	-
764427	Ductile Iron Pipe				2,800.00		2,800.00	2,800.00	2,800.00	-
0764436-1	Ductile Iron Pipe				9,449.42		9,449.42	9,449.42	9,449.42	-
764846	Ductile Iron Pipe				21,007.67		21,007.67	21,007.67	21,007.67	-
0765117-2	Ductile Iron Pipe				21,792.38		21,792.38	21,792.38	21,792.38	-
8635768-01	Electrical Stored Materials				6,180.00		6,180.00	6,180.00	6,180.00	-
8635424-02	Electrical Stored Materials				9,419.62		9,419.62	9,419.62	9,419.62	-
8635424-03	Electrical Stored Materials				5,327.55		5,327.55	5,327.55	5,327.55	-
8658233-00	Electrical Stored Materials				20,413.00		20,413.00	20,413.00	20,413.00	-
8635424-04	Electrical Stored Materials				4,119.52		4,119.52	4,119.52	4,119.52	-
8668003-00	Electrical Stored Materials				8,910.00		8,910.00	8,910.00	8,910.00	-
8602508-03	Electrical Stored Materials				5,317.25		5,317.25	5,317.25	5,317.25	-
8658233-02	Electrical Stored Materials				31,315.00		31,315.00	31,315.00	31,315.00	-
8658233-01	Electrical Stored Materials				31,956.00		31,956.00	31,956.00	31,956.00	-
NECOL56197	Electrical Stored Materials				301.18		301.18	301.18	301.18	-
79795	Electrical Stored Materials				270.00		270.00	270.00	270.00	-
12251	HOA Progress Billing				227,884.60		227,884.60	227,884.60	227,884.60	-
27665	Submersible Pump				432,500.00		432,500.00	432,500.00	432,500.00	-
0174997-IN	Hoist				19,110.00		19,110.00	19,110.00	19,110.00	-
0765117-5	Pipe and Fittings				9,402.29		9,402.29	9,402.29	9,402.29	-
0765117-4	Pipe and Fittings				39,726.61		39,726.61	39,726.61	39,726.61	-
0760997-3	Pipe and Fittings				6,442.13		6,442.13	6,442.13	6,442.13	-
0765117-3	Pipe and Fittings				26,816.12		26,816.12	26,816.12	26,816.12	-
766259	Pipe and Fittings				578.28		578.28	578.28	578.28	-
764116	Pipe and Fittings				21,663.44		21,663.44	21,663.44	21,663.44	-
95755	Valves				25,146.59		25,146.59	25,146.59	25,146.59	-
					33,531.00		33,531.00	33,531.00	33,531.00	-

City Council Proceedings
January 14, 2026
Page #10

Contractor's Application for Payment Stored Materials Summary

Stored Materials

Ethan Joy of JEO Consulting Group introduced himself. Ethan Joy explained Change Order No. 8. The change order is for \$557,215.22 and adds 28 days to the overall contract time. Full details can be found in the appropriate sections of the Change Order. This is a brief summary of the Change Order.

1. WCD #10 — Headworks Site and Force main Modifications: \$225,416.26, Includes the work necessary to build the berm around the headworks/lift station to protect it from flooding. This also modifies the route for the forcemains to avoid going under the existing culverts that lie under the WWTF access road. This was the selected city's course of action after looking at other, more expensive options to protect the new buildings. JEO worked with BRB to adjust the pricing on this a number of times.
2. WCD #11 — Electrical Modifications: \$155,464.12, Includes numerous electrical changes to bring the system to code and correct noted items in JEO's peer review. It includes work in the headworks/lift station, blower building, and storage building. JEO has reviewed the pricing for the included line items and generally agrees that all pricing is fair.
3. WCD #12 — Headworks Ceiling Modifications: \$12,265.35, Includes the addition of a vapor barrier in the ceiling to comply with hazardous area boundaries, so the attic space is unclassified along with adding the proper vent for the grit classifier through the roof to meet manufacturer requirements. It includes a new backflow preventer to allow for proper connection to the water main that was extended to the site. The original change order that deducted the well/booster pump system did not account for the need for a backflow preventer.
4. WCD #13 — Electrical Modifications Part 2: \$75,378.00, Separate cost to correctly size the electrical wire that services the main blower building electrical panel. The original wire was undersized per code and would have de-rated the electrical service entrance. JEO discussed with city staff and designated council to determine that even if the originally specified wire could work (just barely), we should increase the wire size to meet the code for the rated amperage of the breaker. It also includes electrical work to wire up the new HVAC in the blower building. HVAC work is separated into WCD #18.
5. WCD #16 - SBR Grading Modifications: \$52,196.89. Adjust grading around the SBR, so the sidewalks are all at the same elevation and staff can reach equipment to service it instead of using a ladder. Includes some rock to allow for vehicle service access between the SBR basins and moves some electrical items outside the hazardous location envelope around the SBR basins.
6. WCD #18 - Blower Building HVAC Modifications: \$36,495.60. Add a correctly sized HVAC unit that can cool and ventilate the electrical room in the blower building. The originally specified unit was too small and was repurposed to supplement the other unit specified for the headworks building as that unit was also too small.

Council member Keith Marvin made a motion to approve Change Order No. 8 for BRB Contractors, Inc. in the amount of \$557,215.22 for modifications to the headworks site, forcemain, headworks ceiling, electrical, SBR grading and Blower building HVAC. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea Yea: 6, Nay: 0.

CHANGE ORDER NO.: 8

Owner: City of David City Owner's Project No.:
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 251034.00
Contractor: BRB Contractors, Inc. Contractor's Project No.:
Project: Wastewater Treatment Facility Improvements
Contract Name:
Date Issued: 1/9/2026 Effective Date of Change Order: 1/14/2026

The Contract is modified as follows upon execution of this Change Order:

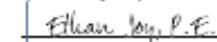
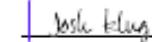
Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 10, No. 11, No. 12, No. 13, No. 16, and No. 18. These WCD's include a change in contract price to provide modifications to the force main and grading at the Headworks site to provide sufficient flood protection, modifications to the electrical installation per comments included in the Peer Review completed by JEO, and modifications to the ceiling of the headworks building. Additionally, the change in contract price was provided to modify the grading around the SBR basins to allow for easier maintenance by staff, and modifications to the HVAC in the blower building to provide proper cooling in the building. WCD No. 10 also includes a change in contract times to extend the contract twenty-eight (28) days. Additional descriptions for the work included in this Change Order can be referenced in the attached WCD's.

Attachments:

- 1 WCD No. 10 - Headworks Site and Force main Modifications
- 2 WCD No. 11 - Electrical Modifications
- 3 WCD No. 12 - Headworks Ceiling Modifications
- 4 WCD No. 13 - Electrical Modifications Part 2
- 5 WCD No. 16 - SBR Grading Modifications
- 6 WCD No. 18 - Blower Building HVAC Modifications

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 16,882,000.00	Original Contract Times: Substantial Completion: 3/31/2026 Ready for final payment: 7/31/2026
Net change from previously approved Change Orders No. 1 to No. 7: \$ 576,155.23	Net change from previously approved Change Orders 1 to No. 6: Substantial Completion: 32 days Ready for final payment: 32 days
Contract Price prior to this Change Order: \$ 17,483,474.50	Contract Times prior to this Change Order: Substantial Completion: 5/2/2026 Ready for final payment: 9/1/2026
Net change for this Change Order: \$ 557,215.22	Net change for this Change Order: Substantial Completion: 28 days Ready for final payment: 28 days
Contract Price incorporating this Change Order: \$ 18,015,370.45	Contract Times with all approved Change Orders: Substantial Completion: 5/30/2026 Ready for final payment: 9/29/2026

Recommended by Engineer (if required)		Authorized by Owner	
By: 	Signed by: Elijah W. P.E.	Signed by: Gurnee D. Mull	
Title: Project Manager		Mayor	
Date: 1/9/2026		1/16/2026	
Accepted by Contractor		Approved by Funding Agency (if applicable)	
By: 	Signed by: Josh Kling	N/A	
Title: Project Manager			
Date: 1/9/2026			

EJCDC® C 941, Change Order.

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Change Order Estimate - Lump Sum Work



12/4/2025

To JEO and the City of David City,

Per WCD #10 on 10/23/2025, BRB was asked to provide pricing for modifying the grading plan at the east site of the wastewater treatment facility as part of ongoing construction. This change of conditions is to assist in providing flood protection in the low-lying area. A description of the modifications is provided in the attached work change directive.

The work will take an additional four weeks to complete, and the total price of these modifications as drawn would be \$225,416.26. The breakdown of costs is as follows:

- Remove the RCP/inlets as listed below: (\$11,782.92)
- Modify riprap (less used with less RCP): (\$1,641.95)
- Additional gravel/rock needed as part of these modifications: \$10,090.49
 - o This assumes that crushed concrete is available from the city on site to use for the bottom 5" of the road.
- Additional fine grading/seeding: \$12,251.26
- Provide and install new corrugated metal pipe and flap gate: \$28,297.02
- Additional cut/fill as part of these modifications: \$182,642.19
 - o This includes the deduct for running over the existing culverts
- Modifications to the manholes (raising the rim elevations): \$5,560.17

If you have any questions about this pricing, feel free to reach out.

Thank You,

Josh Klug

Project Manager
BRB Contractors, Inc





Work Change Directive

WORK CHANGE DIRECTIVE NO. | 10

DATE | 10/23/2025

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description The following is a change to the scope of work to modify the proposed grading plan at the East Site. This work includes additional earthwork, deduct of STR-3, STR-4, P-4, and an area intake, raise rim elevation of AGP Flume's influent manhole, raise rim elevation of MH-1, modify storm sewer south of driveway, additional granular surfacing, and modify the 12" and 16" force main to be installed above the two existing storm culverts across the access road.

Purpose of Change Directive This change is to provide sufficient flood protection for a 500 year rain event to the East Site of the Wastewater Treatment Facility. This site is considered a critical facility, therefore, the Nebraska Department of Natural Resources requires flood protection to be a minimum one foot above a 500 year rain event. As stated in the Wastewater Treatment Facility Improvements Peer Review, JEO performed a site specific evaluation to determine the Base Flood Elevation (BFE) for a 500 year event. It was determined the BFE north of the access road to be 1584.48. As a result, the proposed berm has an elevation along the north road at 1585.50. The access road west of the site was also modified to allow it to be overtopped since the existing culverts are undersized. Additional information about this recommendation and evaluation can be found in the Peer Review.

Attachment(s) Figure - Proposed Site Plan & FM Modifications

- BRB Proposal
- BRB Cost Breakdown

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Estimated Increase (Decrease) in Contract Price
\$ TBD

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Times
4 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.



Work Change Directive

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

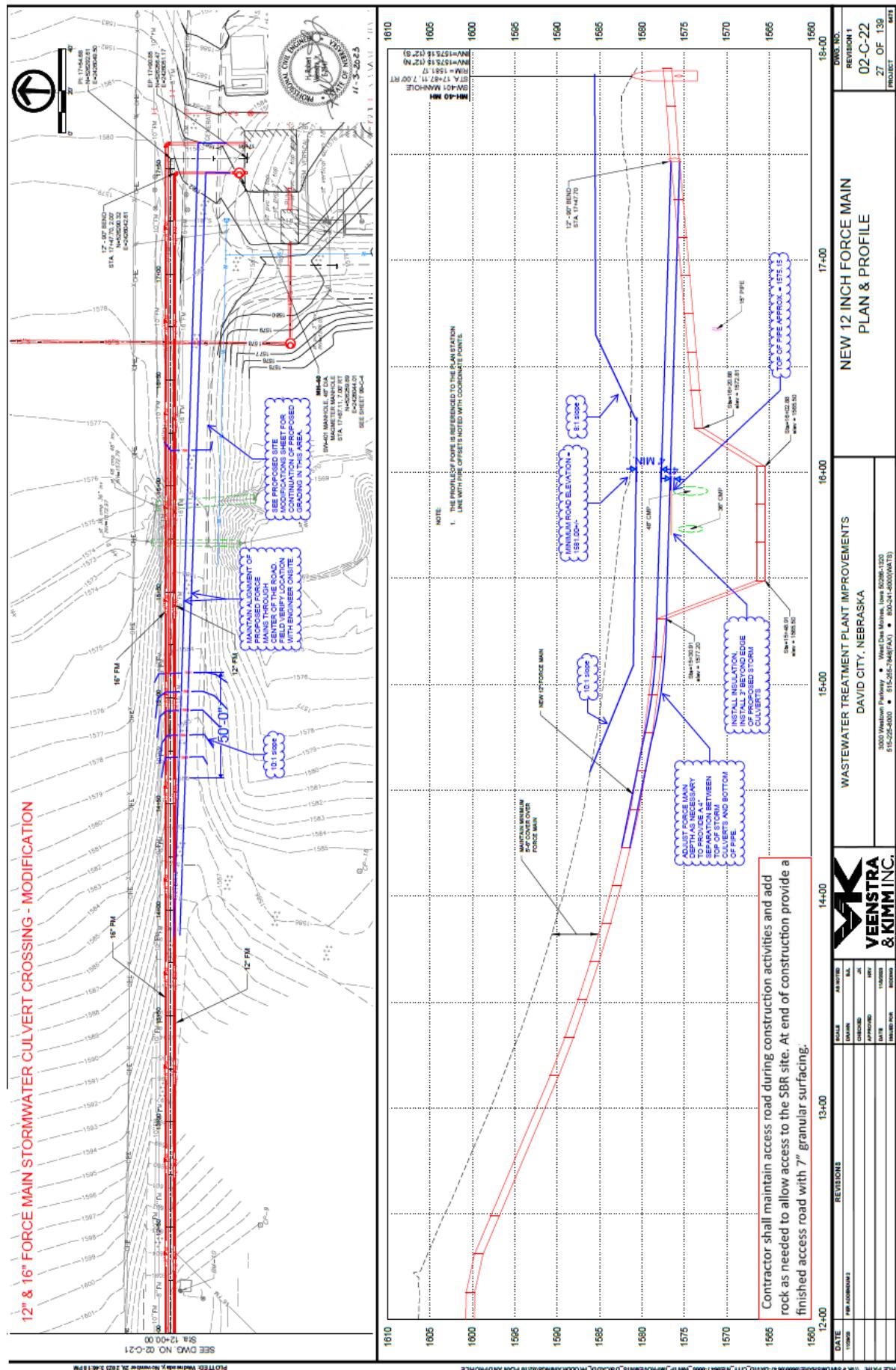
CONTRACTOR

Date

Date

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner





To JEO and the City of David City,

Per WCD #11 dated 10/28/2025 and numerous discussions between the engineer, contractor, programmer, and electrician, BRB was asked to provide pricing for electrical modifications on the David City Wastewater Facility Improvements project.

Modifying the air conditioning units at the blower building is NOT included in this proposal and will be sent separately alongside the mechanical subcontractor's proposal. The other modifications to the HVAC on this project are also not included, as they were sent as part of WCD #7.

The cost of these modifications will be \$155,464.12. A detailed breakdown of inclusions and exclusions from HOA Solutions and B&C Electric is attached. If you have any questions, or would like to discuss this further, please feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc
785-477-3094

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Electrical Modifications (B&C)	1.00	EA			0.00				77179.00
Programming Modifications (HOA)	1.00	EA			0.00				58119.00
BRB Installation Assistance	1.00	EA	130.00	24.00	3120.00				
	1.00	EA			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$3,120.00			\$0.00	\$135,298.00

Material Sub-Total

\$0.00

\$3,120.00

\$135,298.00

\$0.00

\$138,418.00

\$3,120.00

15.00%

\$468.00

10.00%

\$13,529.80

\$152,415.80

2.00%

\$3,048.32

\$155,464.12

Total



Change Proposal Request #1
ADDITION

Hydro
Optimization
and Automation
Solutions

2601 West "L" Street, Suite 1
Phone: 402-467-3750 Fax: 402-467-1568

Date: 12/15/2025			Submitted By: Bradyn Hilgenfeld	Page No. 1 of 1
Proposal Submitted to: BRB			Attn: Josh Klug	Phone: 785-477-3094 Fax:
Address 4646 NW Fielding Rd			Job Name David City WWTP Improvements	
City Topeka	State KS	Zip Code 66675	Job Location David City	State NE
Engineer Name JEO			Engineer Project Number 6475	

The following change(s) have occurred from the original Scope of Work resulting in a addition to the original contract in the amount of \$58,119.00

Change(s) that occurred for this addition are:

- Additional MCC buckets and breakers.
 - See attached parts list for more detail
- Sizing Increase of LP-1.
- Class 1 Div 2 flow meter tube to replace the non-classified tube that was supplied for FE 25-1
- Additional startup time associated with the new parts.
- Programming changes to accommodate load limitations of the generators.

Additional MCC Parts..... \$31,769.00

Replacement Flow Meter..... \$7,196.00

Well Pump Bucket..... \$2,251.00

Equipment Total..... \$41,216.00

Mobilization and Overhead..... \$6,653.00

Labor..... \$10,250.00

Fifty Eight Thousand One-Hundred Nineteen Dollars and 00/100's dollars (**\$58,119.00**).

Payment to be made as follows: **Payment in Full Upon Completion of Work – plus all applicable taxes**

******Taxes are not included in this Proposal******

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. HOA employees are fully covered by Workmen's Compensation Insurance.

Authorized
HOA
Signature

A handwritten signature in black ink that reads "Bradyn Hilgenfeld".

Note: This change order may be withdrawn by us if not accepted within

Thirty (30) days

Acceptance of Change Order – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Printed Name _____

Ungrouped

Seq #	Qty	Product Description
1	1	Designation:125A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package

Engineered To Order (ETO)

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring
Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:

See Common Device Features

FEEDERS

1 - Compac 6 Circuit Breaker Branch Feeder
125A
65kA Interrupting Rating
Fishtape Unit Plugs
Device Height - 6 in

Seq #	Qty	Product Description
2	1	Designation:20A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package

Engineered To Order (ETO)

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring

Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:
See Common Device Features

FEEDERS

2 - Compac 6 Circuit Breaker Branch Feeder
20A
65kA Interrupting Rating

COMMON FEEDER FEATURES

Aluminum Mechanical Lugs: (1) 14 - 3/0 AWG
Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

Seq #	Qty	Product Description
3	1	Designation:70A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package
Engineered To Order (ETO)		

POWER SYSTEM DATA:
System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:
General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:
Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring
Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:
See Common Device Features

FEEDERS

1 - Compac 6 Circuit Breaker Branch Feeder
30A
65kA Interrupting Rating
Aluminum Mechanical Lugs: (1) 14 - 3/0 AWG Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

Seq #	Qty	Product Description
4	1	Designation:15A MCC-2 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package
Engineered To Order (ETO)		



Quote Name: DAVID CITY WWTP MCC

Quote Number: Q-5004288

CHANGES

Quote Date:

Quote Name: DAVID CITY WWTP MCC CHANGES

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring
Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:

See Common Device Features

FEEDERS

2 - Compac 6 Circuit Breaker Branch Feeder
15A
65kA Interrupting Rating

COMMON FEEDER FEATURES

Aluminum Mechanical Lugs: (1) 14 - 3/0 AWG
Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

Seq #	Qty	Product Description
5	1	Designation:30A MCC-2 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package Engineered To Order (ETO)

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring
Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:

See Common Device Features

FEEDERS

1 - Compac 6 Circuit Breaker Branch Feeder



CHANGES
Quote Name: DAVID CITY WWTP MCC CHANGES

Quote Date:

70A.
65kA Interrupting Rating
Aluminum Mechanical Lugs: (1) 14 - 3/0
AWG Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

Seq #	Qty	Product Description
6	1	Designation:LP1 Interior Only Product Details: 1-NQ MB Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 250A/3P JD Circuit Breaker Incoming Conductors: 1 - 3/0 - 350 kcmil AL Ground Bar Bus: Aluminum Tin Plated 42 Circuit Interior Incoming: Top Feeders: 42 - 20A/1P QOB Prepared Space 1 - Sub-Feed One: 200A/3P QB Optional Features: Interior Only,Standard Solid Neutral,Standard Ground Bar Branch User Placement

Seq #	Qty	Product Description
7	1	Designation:LP2 MCB Product Details: QBL32175-MOLDED CASE CIRCUIT BREAKER 240V 175A

11/07/2025

Prepared by: B and C Electrical Services
Subject: Proposed Modifications and Pricing for Electrical Work

Work Change Directive No. 11

Project: Wastewater Treatment Facility Improvements
Project No.: 251034.00
Owner: City of David, NE City
Contractor: BRB Contractors, Inc



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 11

DATE | 10/28/25

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description

See the attached David City WCD No. 11 Electrical Modifications Summary PDF for a complete summary of revisions regarding electrical work at the WWTF.

Purpose of Change Directive This change is to revise the electrical installation per comments that came from the Peer Review.

Attachment(s)

David City WCD No. 11 Electrical Modifications Summary

Power Distribution Revision Documentation

Things to Address and Approximate Cost PDF with JEO Responses

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Price

\$ TBD

Estimated Increase (Decrease) in Contract Times

0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

Date

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner

Work Change Directive No. 11 – Electrical Modifications Summary

The following is a summary of the proposed modifications to the Electrical Work on the David City WWTF project. The list below shall be addressed within this Work Change Directive, and the Contractor shall provide a cost estimate to complete the work. See the pdf "Things to Address and Approximate Costs" for additional details. This list only includes current known modifications. It is anticipated that additional electrical modifications will be identified and included in a future Work Change Directive.

Headworks Building Electrical Modifications:

- Install Headworks Heaters and AC per revised direction. Modify the proposed cost to accommodate items recommended in JEO's comments.
 - See "Things to Address and Approximate Cost" PDF item 2. 3120
- Provide deduct for removal of Gas Safety Building Feeder.
 - See "Things to Address and Approximate Cost" PDF items 8 and 20. -1250
- Install second conduit for the transducer on the bar screen.
 - See "Things to Address and Approximate Cost" PDF item 11. 1090
- Provide pricing for well pump cubicle that V&K directed you to provide. We understand this was removed, but the cubicle was still directed to be provided, so you should be compensated for it, if it was provided. If it was not provided, disregard. No actual work needed.
 - See "Things to Address and Approximate Cost" PDF item 17. HOA
- Increase quantity of wires from (3) to (4) #3/0 for Headworks service.
 - See "Things to Address and Approximate Cost" PDF item 22. 4724
- Provide deduct for (2) #3 G being removed from Headworks service transformer to service disconnect (to offset cost of #3/0's being added above) -150
- Increase Primary Lift Pump VFD Cable size as previously discussed
 - See "Things to Address and Approximate Cost" PDF item 5. 8800
- Increase size of Effluent Sampler Building feeder as previously discussed.
 - See "Things to Address and Approximate Cost" PDF item 22. 5460
- Install GFCI protection for receptacles in Headworks area by installing GFCI breakers.
 - See "Things to Address and Approximate Cost" PDF item 29. 430

Storage Building Electrical Modifications: 10,800

- Install Storage Building additional/revised heaters, exhaust fans, and CO/NO2 detection system. Provide updated cost estimate for this work per comment.
 - See "Things to Address and Approximate Cost" PDF items 4 and 20, and comments in approved mechanical submittal.

Blower Building Electrical Modifications:

Section C

- Revise existing Blower Building Electrical Room Lighting engulfed in room expansion to match new. Provide updated cost estimate for this work per comment. 1600
 - See "Things to Address and Approximate Cost" PDF item 15.
- Install additional branch circuit and controls for Blower Cooling Fans. 925
 - See "Things to Address and Approximate Cost" PDF item 15.
- Increase Blower Service Ground Conductor from 1/0 to 3/0 as previously discussed
 - See "Things to Address and Approximate Cost" PDF item 22. 1400
- Provide deduct for (4) #1/0 G being removed from Blower Building service transformer to service disconnect (to offset cost of increased ground added above) -1420

- Provide deduct for decreased size of Blower Building Generator feeder. Per review, original plans called for (4) sets of (4) #300, #1/0G, in 3"C. Per discussion, only (3) sets were installed because the generator only has an 800A/3P CB. -9400

SBR Electrical Modifications:

- Provide NEMA 4X SS Disconnects for SBR equipment as previously discussed
 - See "Things to Address and Approximate Cost" PDF item 13. 16,950
- Revise installation of receptacles on SBR Basins to account for additional hazardous location boundary definition 1850
 - See "Things to Address and Approximate Cost" PDF item 13.
- Increase size of SBR Mixer Disconnects as previously discussed \$850
 - See "Things to Address and Approximate Cost" PDF item 18.
- Increase height of light pole bases around SBR tanks as previously discussed. 870
 - See "Things to Address and Approximate Cost" PDF item 24.

Add, not deduct

The following is a summary of JEO's assumptions and recommendations for Power Distribution. The Contractor shall provide a cost estimate for the items highlighted in Blue.

Power Distribution Revision Documentation:

Headworks Building Power Distribution Revisions:

- With the addition of the electric heat in the HW room and the additional AC unit (also providing heat in the elec room), the following assumptions were made, and the following loads must be limited to remain right at 400A to avoid changes to the service:
 - Assumptions:
 - Electric Heat demand factor = .67, meaning only two of the EUH are running simultaneously.
 - Motor demand factor = .9, meaning not everything will be on, in addition to limitations listed below
 - Load Limitations:
 - Only two Primary Lift Pumps are allowed to run simultaneously.
 - Only one Secondary Lift Pump shall be allowed to run simultaneously.
 - Generator
 - After re-running generator calcs, in addition to the items above, we assumed a 50% demand factor on LP-2 motor loads (EF, pump station sluice gate, overhead door, etc). This put us right at 105% usage for the 250 kW generator set. We need an additional 5% of demand reduction somewhere in order to make this work. Shouldn't be an issue in the summer with the removal of electric heat.
- SBR / Blower Building
 - LP-3
 - 100A panel is overloaded with increase of electric heat. Recommend increasing this to 200A in case door is ever left open and all heaters are running. Feed shall increase to (4) #3/0, #6G, in 2" C. 4800
 - Total load is around 180A on the highest phase, with a balanced load of 164A.
 - Does not feel appropriate to add a demand factor to elec heat, because if a single door is left open, all four would likely run until the door is shut.
 - Minimal motors fed from LP-3, so demand factor here would not do much either.
 - LP-1
 - Panel was overloaded in original design, and additional electric heat only made it worse. Recommend refeeding EM2 (Control Building) from MCC by providing 70A/3P CB in MCC and (3) #4, #8G, in 1-1/4" C from MCC to existing 45 kVA step down transformer. Feed from step down transformer to Panel EM2 shall be (4) #2/0, #6G, in 2" C. Provide fused disconnect as needed to meet NEC tap rules based on transformer location. 2100
 - Since the 45 kVA transformer is no longer being used below, we would want to compare the deduct offered of restocking this vs the additional cost of installing the new 45 kVA transformer here.
 - For the same reasons as LP-3, applying a demand factor to heat doesn't feel appropriate. Even if we apply a .75 demand factor across electric heat, we're right at 200A and a 250A panel would be recommended.

- Assuming a 50% demand factor on all LP-1 and LP-3, we're coming in around 231A high phase and 211A balanced load. Based on this, the following changes need to be made to the LP-1 feeder:
 - MCC CB should be increased to 125A/3P
 - Feeder from MCC to step down transformer should be increased to (3)#1/0, #6G, in 2" C.
 - Step down transformer should be increased to 75 kVA
 - Feeder from step down transformer to LP-1 should be increased to (4)#250, #4G, in 3" C.
 - Panel LP-1 should be increased to have a 250A/3P MCB.
- NOTE THAT BLOWER BUILDING SERVICE MODIFICATIONS WILL BE ADDRESSED WHEN WE HAVE APPROVED AC UNITS FOR THAT BUILDING. 18,280

Section E

*Duplicate price, already factored on original document

Addendums to Change Order 11 PDF

Section A:

Headworks

- Gas Safety wire price deduct was from when copper was 3.10 a pound it is now 5.10 per pound. Wire is more than double the price from when I bought it, the city salvaged the existing wire to send to Wood River for the reinstallation. Approx. 300*value
- The wire was purchased I will try to use it elsewhere on the job. -1250 *

Section B:

Storage

- Wire four heaters 12 KW 50 AMP Breakers
 - #6 from #8
 - #6 from #12
 - 3 #6 #10 grd 1inch Emt x 2
- #10 wire to fan 25 Amp Breakers
- Add circuit for small ex wall fan 15 Amp Breaker
- Co/no 2 gas sensor 120 Volt 1 breaker
- LP3 Feeder
- Total: 10,800 *

Section C:

- Add 2 new lights blower control room
- Demo 3 lights
- Add Emergency exit light
- Add 3 way switch
- Total: 1600 *

Section D:

Control Building

- Delete 4 #3 #8 grd
- Add 4 2/O #6 grd
- Total: 2100*

*Duplicate price, already factored on original document

Section E:

- Add LP3 and transformer 75KVA
- Install 125 amp mcc Bucket size
- Install transformer on wall above mcc
- 3 1/O #6 2" C
- 4 250 mcm #4grd 3"C
- Relocate existing 175 Amp Breaker to LP2
- Install 250 Amp LP1
- Check that the 250 MB will fit in existing panel
- Total: 18280*

Separate Note:

New SBR

On the prints the controls for SBR the prints show them on the east side of tank. The devices were installed on the west side per submittals. I will need to extend 6 conduits 50' to new location.

Stainless steel supports aluminum conduit misc. wires as required 6200 *

TOTAL: \$77,179.00

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Updates in red

ITEMS IN GREEN BOX = NO COMMENTS,
ADD TO WCD PROPOSAL

ITEMS IN ORANGE BOX = NEED TO BE
MODIFIED PER COMMENT OR PROVIDE
COST PER COMMENT

ITEMS IN RED BOX = DECLINED

ITEMS IN BLUE BOX = HOLD FOR FUTURE
WCD.

Heaters
Original Plans called for (2) 7.5 kW heaters fed each via 20A/3P CB from MCC-2 with (3) #12, #12G, In 3/4" C. Updated to (3) 15 kW heaters each fed via 25A/3P CB from MCC-2 with (3) #10, #10G, In 3/4" C. AC Units
ACU-1 to be installed per original plan direction.
ACU-2 originally called out for Blower Building to be installed at Headworks.
Add 20A/3P CB in MCC-2 with (3) #12, #12G, In 3/4" C, to ACU-2.

Things to Address and Approximate Cost

1. 480 Volt generator heater Resolved

2. Upsize 2 heaters and AC at headworks

-Add one heater and one through wall unit \$3120

3. AC size in blower MCC Waiting on unit info. This will be handled in a separate WCD.

-Add through the wall unit \$900

4. The new stuff in storage building and for storage building

5. Upgrade VFD cables from #8 to #4? For the three primary pumps. \$8,800

6. Sludge flow meter. Check with Sarah, we have to get IO points. Please clarify where this Sludge Flow Meter is located.

7. Wire specs changed. Wire purchased is indoor and outdoor rated and sunlight resistant.

8. 02-E-1. Site plan East Head Works no change needed Provide deduct to remove the Gas Safety Building Feeder.

9. 02-E-2. SBR site plan, no change. Grinder does not have two pumps, so we'll have to delete some control wires. Field coordinate output signals this is capable of and get those into CP-2.

10. 10-E-1. Head works light. I address in item #2 which is HVAC.

This change is not required now the Headworks building is adjusting to Class 1 Division 2.

11. 10-E-2. Head works power. The MCC is installed, so we've got that. Spacing taken care of, we need to install a second conduit for the transducer on the bar Screen. \$1,090

12. 25-E-1 pump station conduit motor leads in a separate conduit. And hand station. I don't see any changes on that either. No changes.

13. 35-E-1. The old SBRs All disconnects on the job. Except for the main service, 1200 and 400 amp have been changed from NEMA 3R to NEMA 4X and we have 4X hand stations. The headworks 5 disconnects have been excluded. That's \$16,950 Receptacles raised to 5 1/2 feet above the ground and then we added two seal offs. The two seal offs, there's 11 or 12 of them. That would be about \$1,850.

14. 40-E-1 The new SBR tank. Change 3R disconnects NEMA 4x the price is included in #13. The band clamp heaters are listed in the Aqua aerobics control drawings and being fed from their panel. And they'll be pulled in with controls. Noted.

Heaters
Original Plans called for (2) 10 kW heaters fed each via 50A/3P CB (later decreased to 40A/3P due to plan error) from LP-3 with one circuit being (3) #12, #12G, In 3/4" C (plan error) and the other circuit being (3) #8, #10G, In 3/4" C. Updated to (4) 12 kW heaters each fed via 50A/3P CB from LP-3 with (3) #8, #10G, In 1" C. EF-2
Original Plans called for this to be fed from LP-1 (plan error) and it was sized for 2 hp. Decreased to 3/4 hp. Need to add 25A/1P CB to LP-3. I believe the use of this exhaust fan will be tied to a thermostat for cooling, and to the gas detection system if hazardous levels of CO or NO2 are detected. EF-3
Adding a 1/8 hp Exhaust Fan in storage building. Not to be confused with existing EF-3 to remain in Blower Building. Need to add 15A/1P CB to LP-3. This fan will run continuous, so tied to a switch. CO/NO2 Detection System
Coordinate unswitched 120V branch circuit to power CO/NO2 Detection System.

15. Is add a circuit from LP-1 to the five blower VFDS and run it through an auxiliary. That's **\$925**. No water. Pipe in the building so the grounding won't be necessary. We'll need to add lighting and exit lighting and light switch. We'll do that when we are directed.

Replace old garage lights encompassed in elec room with new, style to match other new lights in blower building electrical room. All lights in room shall be switched together.

16. 50-E-1. The changes addressed in the HVAC and panel. Schedule. **Noted.**

17. 99-E-1. The well pump was removed because they run new city water out there.

Acceptable request - Add to this WCD. V&K stated in the submittal for the contractor to provide this, but it wasn't used.

18. 99-E-2. The bonding jumper at the ATS and MCC will be removed. Change the 30 amp **Disconnects** to 60 amp **Disconnects**; on the. Mixers **\$850**

ask anthony if he wants to keep it. add comment to keep if yes.

19. 99-E-3. The same as 18. That means the bonding jumpers will be removed. **Noted.**

See #4 for Storage Building heater changes. Further price revision required.

20. 99-E-6. We added 2 40 AMP Breakers, to panel LP-3 **\$815**. And the gas safety building was deleted. **Subtract \$1250.**

This seems low. Modify deduct amount. Called out to be (4) #4, #80, 11C and it's something like 160'. Current material only pricing for #4 wire only is close to the amount proposed.

21. 99-E-4 and 99-E-5. HOA will be addressing the required wiring. **Noted.**

22. 99-E-7. Recommendations to add 3/0 service wires for the generator at the Head Works building **\$4,724**.

Hold off on this. Depending on what we get for Blower Building AC, I think we might be fine to just dial down long time trip on MCC Main to meet code.

#4 would be to change the 300 MCM feeders to 350 MCM for the blower service. **\$61,220**. Ground blower MCC and transfer switch. Increase the ground from 1/0 to 3/0. **\$1,400.**

#7. Change 4 number 10s to three number sixes. On the. Sampler Building **\$5,460.**

23. 99-E-8. No change is noted. **Noted.**

24. 99-E-8 again extend the light pool. Basis to 18 inches on 2 poles **\$870.**

25. 99-E-10 I need to get more information. **Noted.**

26. 16110. Electrical Raceway. At this point I've already purchased the PVC coated Rob Roy. And as long as I seal it properly, it's got a enamel interior coating. It will work long term as long as it's installed properly. To use stainless steel, we'll have to work up a change order. #2. Liquid flexible metallic conduit I use will be aluminum and corrosion corrosive areas for your recommendation. **Noted.**

27. 16111. The hand holes will have. Crushed rock. The ones I've installed already have. **Noted.**

28. 16120. No notes. **Noted.**

We do not want to proceed with this change. It is not required.

29. 16140 Wiring devices. To put GFIS in the head work area. All the ones outside are already GFI, the three inside explosion proof ones. Would be about **\$9,350**. We could install GFI breaker instead because they're all three on the same circuit. That'd be about **\$430**. The GFI Breakers in control rooms. It'll be about **\$1,740**. That's both control rooms.

Proceed with this option. Add to this WCD.

We do not want to proceed with this change. It is not required.

30. 16455. Will be addressed as needed later Noted.
31. 16470 panels, no change required. For me. Noted.
32. 16485. That's priced in #13 with it's got all the. Name of 4x Equipment. Noted.
33. 17200. Change. Those will be by others, no change for me. Noted. HOA will need to make these adjustments.
Contractor to coordinate with HOA for changes.
34. 17400. I will need more information Noted. HOA will need to make these adjustments.
Contractor to coordinate with HOA for changes.
35. The type and number of control wires. We will have to. Figure that out when we're done because the existing schedule is not accurate. I'll have to research every device. Which I have been doing. Noted. Best advice right now is to go off provided equipment wiring diagrams, rather than plans.
36. Change staging the wiring on the old SBR we will need to have someone working with the dig crew when removing dirt on the north, east, and south side of the old SBR to keep things working at all times \$2400 This will need further discussion for approval, depending on the SBR rehab process.
37. Control room on hold for load shedding possibilities. See direction in WCD.
38. Storage building, I would update heaters to 480 volt to decrease the feeder wire size and add a 480 panel. See direction in WCD.

-the price will be forthcoming when changes are defined



To JEO and the City of David City,

Per WCD #12 on 11/11/2025, BRB was asked to provide pricing for modifications at the headworks building at the David City Wastewater Facility. The cost of these modifications will be \$12,265.35. A description of the modifications is as follows:

- Install a vapor barrier above the FRP ceiling.
- Extend the vent piping above the grit classifier.
- Install a flanged stainless steel backflow preventer on the water line.

If you have any questions about this pricing, feel free to reach out.

Thank You,

Josh Klug

Project Manager
BRB Contractors, Inc



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 12

DATE | 11/11/25

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description Change to the scope of work to add a vapor barrier to the ceiling of the headworks building and additional piping for grit classifier ventilation.

Purpose of Change Directive To provide adequate venting for the grit classifier and seal off the attic of the headworks building to provide a classification separation between the room and the attic.

Attachment(s) Sheet 99-A-2 - Modifications to Detail 299

Specification - Vapor Barrier

Sheet 10-P-2 - Extension of Vent Piping

Section H - Extension of Vent Piping

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Price

\$ TBD

Estimated Increase (Decrease) in Contract Times

0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

ENGINEER

Authorized:

OWNER

Accepted:

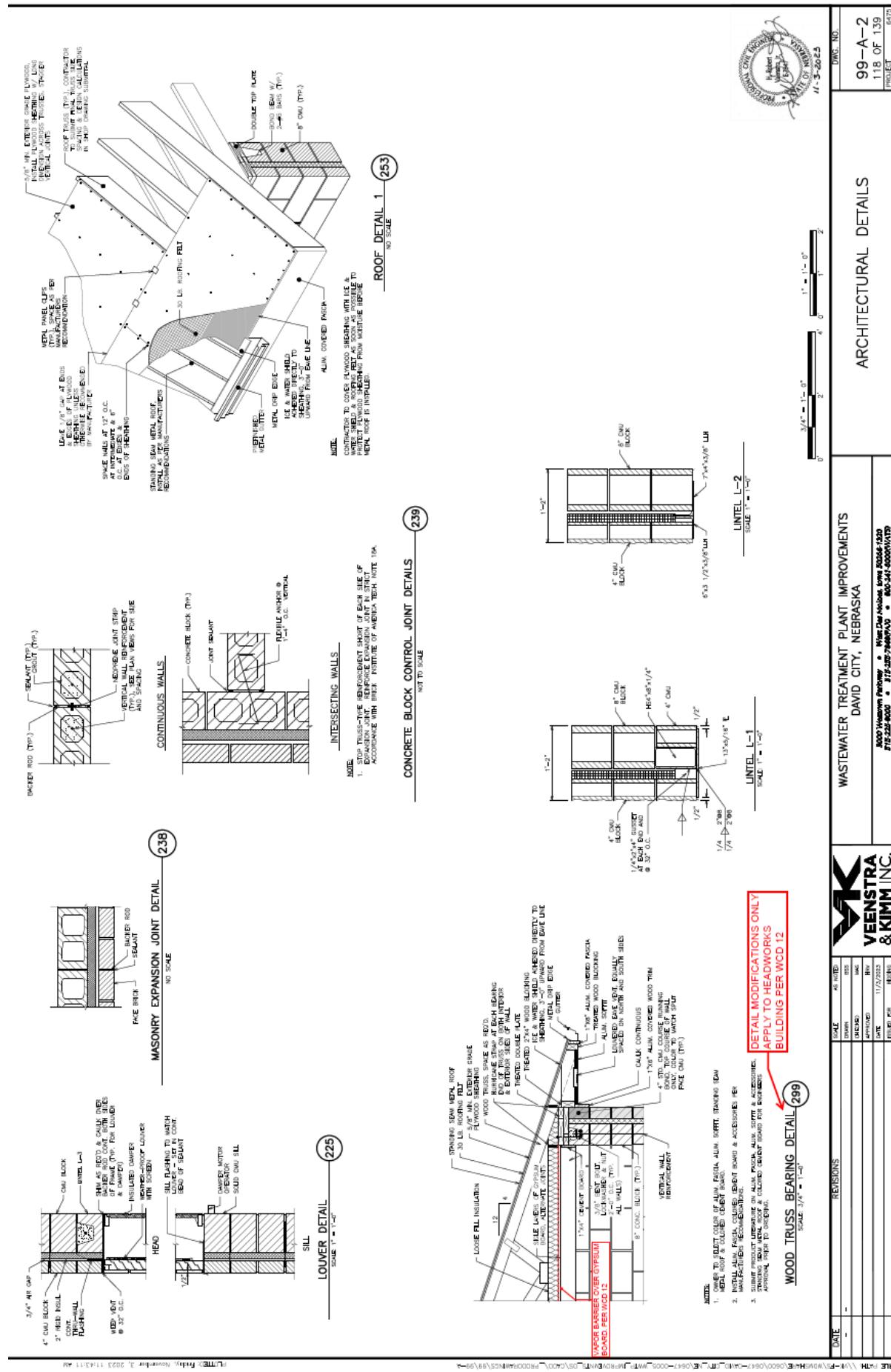
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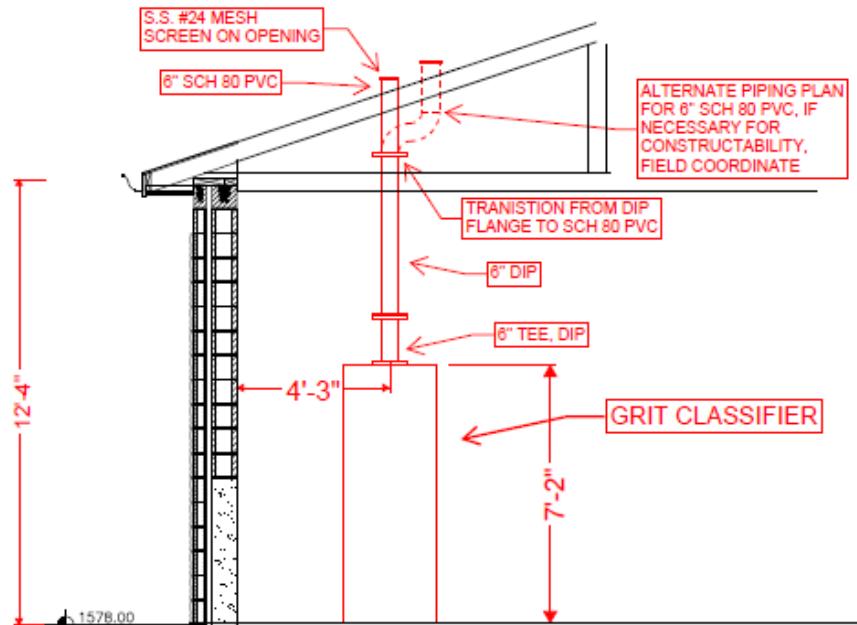
Date

Date

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner





SECTION H

David City
 JEO

Cost Proposal: Headworks Building Modifications
 Date: December 4, 2025

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Install New Backflow Preventer	1.00	DAY	130.00	4.00	520.00		3096.39		
Run Pipe Through The Roof/Add Roof Curb	1.00	DAY	130.00	10.00	1300.00		1500.00		
Install Vapor Barrier Above FRP	1.00	DAY	130.00	20.00	2600.00		1090.00	350.00	
	1.00	DAY			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$4,420.00		\$5,686.39	\$350.00	\$0.00

Material Sub-Total	\$5,686.39
Labor Sub-Total	\$4,420.00
Subcontractor-Total	\$0.00
Equipment Sub-Total	\$350.00
Sub-Total	\$10,456.39
Sub-Total Without Sub	\$10,456.39
Contractor's Fee	15.00% \$1,568.46
Sub-Contractors Fee	10.00% \$0.00
Sub-Total	\$12,024.85
Insurance and Bond	2.00% \$240.50
Total	\$12,265.35

City Council Proceedings
January 14, 2026
Page #41

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White Cap, L.P.
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ACCOUNT # 33496000

BRB CONTRACTORS INC
PO BOX 750940
TOPEKA KS 66618

DAVID CITY WASTEWATER F
3481 M RD
DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
11/13/2025	69585924	DON TALIAFERRO	MARUSHAK, BRAD	MILLSTEAD, JAMES J				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING					CUSTOMER JOB NO.
102	10004855327	NET 30 DAYS	2. OUR TRUCK					DAVID CITY
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	DELIVERY TAG#: 37785154 SHIPPING NOTES: JOSH ORDERED THE VAPOR BARRIER	1	0	0	1	0.00	
1	43837002N	2GAL KIT SIKADUR 32 HI-MOD EPOXY SIIKA	1	250.00	KIT	0	250.00	0.00
2	432PT4180	4'X180' RED VAPOR BARRIER TAPE YELLOW GUARD	2	30.00	RL	0	60.00	0.00
3	4321514YL	14'X140' 15MIL YELLOW GUARD VAPOR BARRIER	2	390.00	RL	0	780.00	0.00

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.	TOTAL TAX	0.00
	TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY: RICH	SIGNATURE COPY ON FILE	TOTAL INVOICE

2-1/2" Deringer 40G (RP)

Reduced Pressure Backflow Preventer w/ OS&Y Gate Valves



SKU: D-2540G
Thread Size: **2 1/2"**
MSRP: \$0.00
Pro Price: \$3,096.99
Price includes standard ground shipping.
- + **Add To Cart**

 Wish List Compare
 Add to Requisition List

The 2 1/2" Deringer 40 Reduced Pressure Valve prevents non-health hazard pollutants and hazardous contaminants from entering a potable water supply system when backpressure and/or backsiphonage conditions occur. The smallest, lightest, most economical, best performing, and only all stainless steel backflow preventer. Period.

**WORK CHANGE DIRECTIVE NO. 12 SPECIFICATION
VAPOR BARRIER**

PART 1 GENERAL

1.01 SECTION INCLUDED

- A. Vapor Retarders: Materials to make joint between exterior walls and roof water vapor resistant and air tight.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.
- B. Section 07 21 26 - Blown Insulation: Vapor retarder installed in conjunction with blowing insulation.
- C. Section 07 92 00 - Joint Sealants: Sealing building expansion joints.

1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
 - 1. Water Vapor Permeance: For purposes of conversion, $57.2 \text{ ng}/(\text{Pa s sq m}) = 1 \text{ perm}$.

1.04 REFERENCE STANDARDS

- A. AATCC Test Method 127 - Test Method for Water Resistance: Hydrostatic Pressure 2018, with Editorial Revision (2019).
- B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2021.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).
- E. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials 2021a.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures
- B. Product Data: Provide data on material characteristics.
- C. Shop Drawings: Provide drawings of special joint conditions.
- D. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

A. Interior Vapor Retarder:

1. On bottom face of rafters, under cladding, use mechanically fastened vapor retarder sheet.

2.02 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

- A. Vapor Retarder Sheet: Polyimide film vapor retarder for use with unfaced, vapor permeable glass fiber and mineral wool insulation in wall and ceiling cavities. Material has a permeance of perm or less when tested to ASTM E 86, dry cup method and increases to greater than 10 perms using the wet cup method.
 1. Water Vapor Permeance:
 - a. ASTM E 86, dry cup method: 1.0 perms (57ng/Pa*s*m²).
 - b. ASTM E 86, wet cup method: 10.0 perms (1144ng/Pa*s*m²).
 2. Fire Hazard Classification: ASTM E 84:
 - a. Maximum Flame Spread Index; 20.
 - b. Maximum Smoke Developed Index; 55.
 3. Manufacturers:
 - a. CertainTeed; MemBrain Vapor Retarder & Air Barrier Film: www.certainteed.com/insulation.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.
- B. Sheet Membrane Mounting Tape: Double-sided strip of pressure-sensitive, acrylic adhesive reinforced with embedded fiber-strand carrier layer and plastic backing.
 1. Width: 3/4 inch.
 2. Roll Length: 164 feet.
 3. Thickness: 14 mil, 0.014 inch.
 4. Manufacturers:
 - a. As recommended by vapor retarder sheet manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

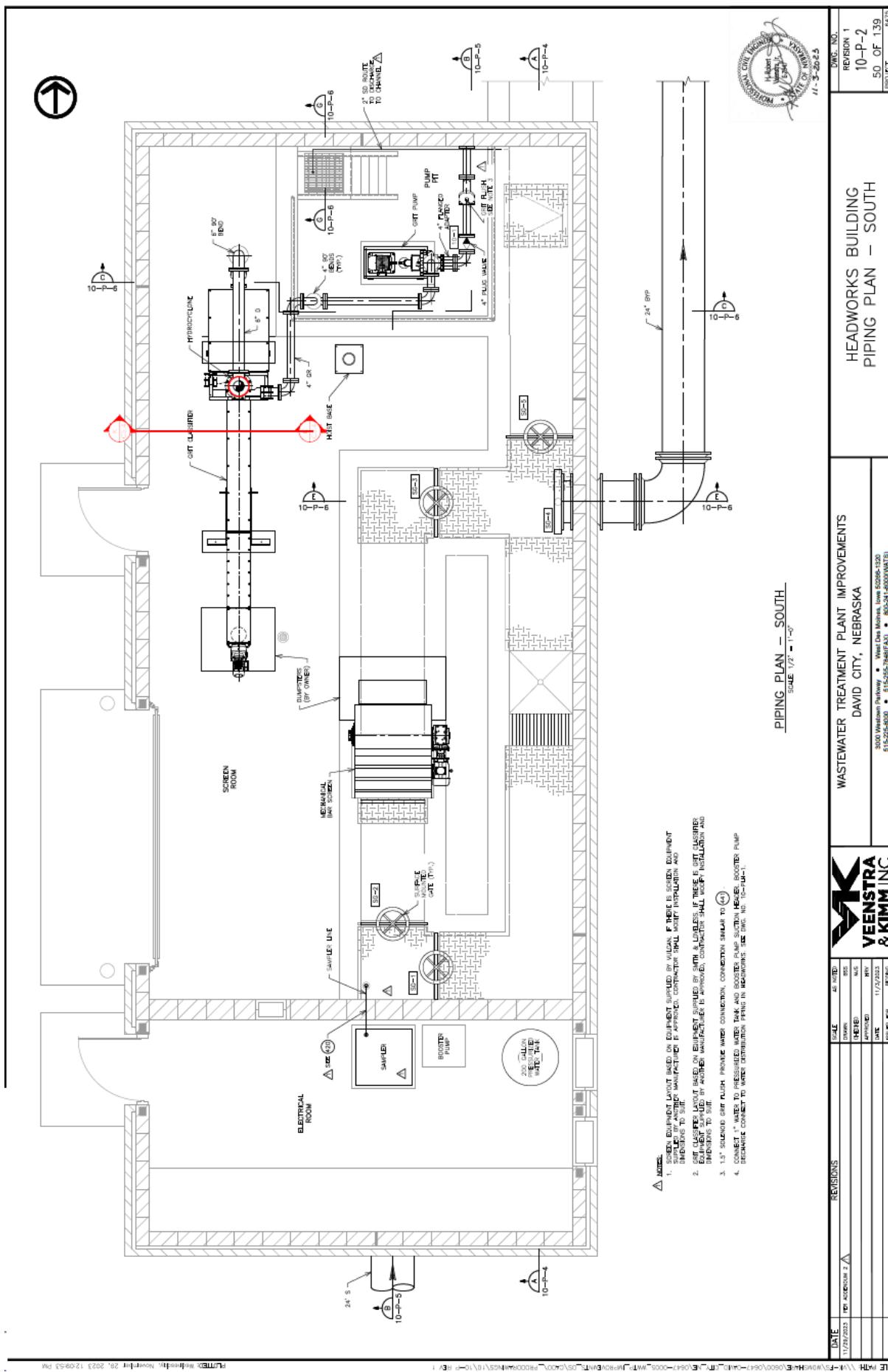
- A. Install materials in accordance with manufacturer's instructions.
- B. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.

- C. Mechanically Fastened Sheets - Vapor Retarder On Interior:
 - 1. When insulation is to be installed in assembly, install vapor retarder over insulation.
 - 2. Anchor to wood framing using large-headed nails or staples at 12 to 18 inches on center along each framing member covered; cover fasteners with seam tape.
 - 3. Anchor to metal framing using seam tape, adhering at least one-half of tape width to substrate.
 - 4. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, making air tight seal.
 - 5. Locate laps at a framing member; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet.
 - 6. Seal entire perimeter to structure, window and door frames, and other penetrations.
 - 7. Where conduit, pipes, wires, ducts, outlet boxes, and other items are installed in insulation cavity, pass vapor retarder sheet behind item but over insulation and maintain air tight seal.

3.04 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.
- B. Do not leave paper- or felt-based barriers exposed to weather for longer than one week.

END OF SECTION





To JEO and the City of David City,

BRB Contractors was asked to provide pricing for additional modifications to the electrical scope on the David City Wastewater Treatment Facility Improvements project. These modifications, labeled "Work Change Directive 13 – Electrical Modifications Summary – Part 2," are in addition to the modifications required as part of Work Change Directive #11 and focus primarily on the blower building and SBR. The total cost of these modifications will be \$75,378.00. A breakdown of the scope is provided below.

If there are any questions about this proposal, please feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 13

DATE | 12/16/25

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description

See the attached David City WCD No. 13 Electrical Modifications Summary - Part 2 PDF for a complete summary of revisions regarding electrical work at the WWTF. This is a follow up to WCD#11, addressing remaining items associated with the SBR AC unit and service.

Purpose of Change Directive This change is to revise the electrical installation per comments that came from the Peer Review.

Attachment(s)

David City WCD No. 13 Electrical Modifications Summary

Power Distribution Revision Documentation Part 2

Things to Address and Approximate Cost PDF with JEO Responses Part 2

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Price

\$ TBD

Estimated Increase (Decrease) in Contract Times

0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

Date

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner

Work Change Directive No. 13 – Electrical Modifications Summary - Part 2

The following is the second part of a summary of the proposed modifications to the Electrical Work on the David City WWTF project. The list below shall be addressed within this Work Change Directive, and the Contractor shall provide a cost estimate to complete the work. See the pdf "Things to Address and Approximate Costs – Part 2" for additional details.

Blower Building Electrical Modifications:

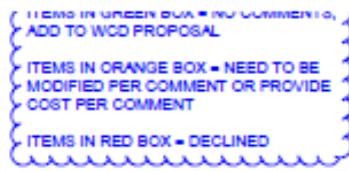
- Install Blower Building larger AC unit and supplemental elec room heater per revised direction. Modify the proposed cost to accommodate items recommended in JEO's comments.
 - See "Things to Address and Approximate Cost" PDF item 3.
- Remove four previously installed sets of (4) 300kcmil for proposed SBR service and replace with four sets of (4) 350kcmil to get the full 1200A capacity out of the electrical service. This shall be for the run from the service transformer to the service disconnect, from the service disconnect to the ATS, and from the ATS to the MCC.
 - See "Things to Address and Approximate Cost" PDF item 22, subpoint #4.
 - Please note that the cost to increase the ground from #1/0 to #3/0 from the service disconnect to the ATS, and from the ATS to the MCC was already included in WCD #11, so it should not be included within this price.

The following is a summary of JEO's assumptions and recommendations for Power Distribution. There are no items here that require any physical changes, only control lockouts to limit simultaneous loading.

Power Distribution Revision Documentation:

SBR / Blower Building Power Distribution Revisions:

- Service
 - As previously discussed, incoming service feeders are only rated for 1140A.
 - With the additional mechanical load, our NEC Design load is coming in slightly below this with the following load limitations:
 - Only three Blowers are allowed to run simultaneously.
 - Only three SBR Mixers are allowed to run simultaneously.
 - Only two SBR WAS Pumps are allowed to run simultaneously.
 - However, the main breaker is 1200A, so this is a code violation. It is recommended to replace the existing conductors with the appropriate size to avoid future confusion, maintain code compliance, and maintain our level of spare capacity as the service was already undersized with the loads shown and lockouts are already being implemented to keep it from being overloaded.
- Generator
 - With the generator being 500kW instead of the 600kW as shown on the plans, some additional consideration was given here to make sure we won't be undersized. In addition to the service limitations, the following assumptions were made:
 - Only two Blowers are allowed to run simultaneously through lockouts while on generator power.
 - Existing EF-3 in the blower building would not run at the same time as building heat.
 - Only two SBR decant control valves would operate simultaneously.
 - Only two SBR inlet control valves would operate simultaneously.
 - 50% DF on all motors fed from LP-1.
 - EF-2 in the storage building would not run at the same time as building heat.
 - Maximum 3/4 12 kW heaters in the storage building would operate simultaneously.
 - 50% DF on all remaining motors fed from LP-3.
 - LP-3 special receptacle load not included.
 - 85% DF for all motors fed from EM2.
 - Storage building water heater not included.
 - Storage building appliances not included (besides fridge)
 - Maximum 1/2 10 kW heaters in blower building would operate simultaneously (if two blowers are running together, they will be putting out a significant amount of heat)
 - Based on these assumptions, the 500kW generator set will be loaded to approximately 99% capacity.



Updates in red

Things to Address and Approximate Cost Part 2

1. 480 Volt generator heater Resolved

2. Upsize 2 heaters and AC at headworks Included In Part 1 (WCD #11)

 -Add one heater and one through wall unit \$3120

3. AC size in blower MCC ←

 -Add through the wall unit \$900

Larger AC Unit
Original Plans called for ACU-2 fed via 20A/3P CB from MCC-1 with (3) #12, #120, In 3/4" C.
Updated to larger unit that will require 50A/3P CB from MCC-2 with (3) #6, #100, In 1" C.
Supplemental Heater
Adding 3kW unit heater to electrical room. This can be fed from previous ACU-2 cubicle
equipped with 20A/3P CB. Feeder shall be (3) #12, #120, In 3/4" C.

4. The new stuff in storage building and for storage building Included In Part 1 (WCD #11)

5. Upgrade VFD cables from #8 to #4? For the three primary pumps, \$8,800 Included In Part 1 (WCD #11)

6. Sludge flow meter. Check with Sarah, we have to get IO points.

7. Wire specs changed. Wire purchased is indoor and outdoor rated and sunlight resistant.

8. 02-E-1. Site plan East Head Works no change needed Included In Part 1 (WCD #11)

9. 02-E-2. SBR site plan, no change. Grinder does not have two pumps, so we'll have to delete some control wires.

10. 10-E-1. Head works light. I address in item #2 which is HVAC.

11. 10-E-2. Head works power. The MCC is installed, so we've got that. Spacing taken care of, we need to install a second conduit for the transducer on the bar Screen, \$1,090 Included In Part 1 (WCD #11)

12. 25-E-1 pump station conduit motor leads in a separate conduit. And hand station. I don't see any changes on that either.

13. 35-E-1. The old SBRs. All disconnects on the job. Except for the main service, 1200 and 400 amp have been changed from NEMA 3R to NEMA 4X and we have 4X hand stations. The headworks 5 disconnects have been excluded. That's \$16,950 Receptacles raised to 5 1/2 feet above the ground and then we added two seal-offs. The two seal-offs, there's 11 or 12 of them. That would be about \$1,850 Included In Part 1 (WCD #11)

14. 40-E-1. The new SBR tank. Change 3R disconnects NEMA 4x the price is included in #13. The band clamp heaters are listed in the Aqua aerobics control drawings and being fed from their panel. And they'll be pulled in with controls.

15. Is add a circuit from LP-1 to the five blower VFDS and run it through an auxiliary. That's ~~\$925~~. No water. Pipe in the building so the grounding won't be necessary. We'll need to add lighting and exit lighting and light switch. We'll do that when we are directed. Included in Part 1 (WCD #11)

16. 50-E-1. The changes addressed in the HVAC and panel. Schedule.

17. 99-E-1. The well pump was removed because they run new city water out there.

18. 99-E-2. The bonding jumper at the ATS and MCC will be removed. Change the 30 amp Breakers to 60 amp Breakers on the Mixers ~~\$850~~ Included in Part 1 (WCD #11)

19. 99-E-3. The same as 18. That means the bonding jumpers will be removed.

20. 99-E-6. We added 2 40 AMP Breakers, to panel LP-3 ~~\$815~~. And the gas safety building was deleted. ~~Subtract \$1250.~~ Included in Part 1 (WCD #11)

21. 99-E-4 and 99-E-5. HOA will be addressing the required wiring.

22. 99-E-7. Recommendations to add 3/0 service wires for the generator at the Head Works building ~~\$4,724.~~ Included in Part 1 (WCD #11)

Please provide updated price for this, as this price is a few months old and consists mostly of copper. Owner is in favor of maintaining full service capacity as we're already locking out some loads due to service constraints.

#4 would be to change the 300 MCM feeders to 350 MCM for the blower service.

~~\$61,220.~~ Ground blower MCC and transfer switch. Increase the ground from 1/0 to 3/0.

~~\$1,400.~~ Included in Part 1 (WCD #11)

#7. Change 4 number 10s to three number sixes. On the Sampler Building ~~\$5,460.~~ Included in Part 1 (WCD #11)

23. 99-E-8. No change is noted.

24. 99-E-8 again extend the light pool. Basis to 18 inches on 2 poles, ~~\$870.~~ Included in Part 1 (WCD #11)

25. 99-E-10 I need to get more information.

26. 16110. Electrical Raceway. At this point I've already purchased the PVC coated Rob Roy. And as long as I seal it properly, it's got a enamel interior coating. It will work long term as long as it's installed properly. To use stainless steel, we'll have to work up a change order. #2. Liquid flexible metallic conduit I use will be aluminum and corrosion corrosive areas for your recommendation.

27. 16111. The hand holes will have. Crushed rock. The ones I've installed already have.

28. 16120. No notes.

29. 16140 Wiring devices. To put GFI in the head work area. All the ones outside are already GFI, the three inside explosion proof ones. Would be about ~~\$9,350.~~ We could install GFI breaker instead because they're all three on the same circuit. That'd be about ~~\$430.~~ The GFI Breakers in control rooms. It'll be about ~~\$1,740.~~ That's both control rooms. Included in Part 1 (WCD #11)

~~30. 16455. Will be addressed as needed later~~

~~31. 16470 panels, no change required. For me.~~

~~32. 16485. That's priced in #13 with it's got all the. Name of 4x Equipment.~~

~~33. 17200. Change. Those will be by others, no change for me.~~

~~34. 17400. I will need more information.~~

~~35. The type and number of control wires. We will have to. Figure that out when we're done because the existing schedule is not accurate. I'll have to research every device. Which I have been doing.~~

~~36. Change staging the wiring on the old SBR we will need to have someone working with the dig crew when removing dirt on the north, east, and south side of the old SBR to keep things working at all times \$2400.~~

~~37. Control room on hold for load shedding possibilities. Included in Part 1 (WCD #11)~~

~~38. Storage building, I would update heaters to 480 volt to decrease the feeder wire size and add a 480 panel. Included in Part 1 (WCD #11)~~

~~the price will be forthcoming when changes are defined~~

David City
JEO

Cost Proposal: Electrical and Instrumentation Modifications
Date: December 31, 2025

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Electrical Modifications (B&C)	1.00	EA			0.00				63920.00
Programming Modifications (HOA)	1.00	EA			0.00				
BRB Superintendent Time/Installation Assistance	1.00	EA	130.00	24.00	3120.00				
	1.00	EA			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$3,120.00			\$0.00	\$0.00
Material Sub-Total					\$0.00				
Labor Sub-Total					\$3,120.00				
Subcontractor-Total					\$63,920.00				
Equipment Sub-Total					\$0.00				
Sub-Total					\$67,040.00				
Sub-Total Without Sub					\$3,120.00				
Contractor's Fee	15.00%		\$468.00						
Sub-Contractors Fee	10.00%		\$6,392.00						
Sub-Total			\$73,900.00						
Insurance and Bond	2.00%		\$1,478.00						
Total					\$75,378.00				

12/18/2025

(Electrical Modifications Part 2)

Prepared by: B and C Electrical Services
Subject: Proposed Modifications and Pricing for Electrical Work

Work Change Directive 13 Part 2 ~~And Work Change Directive 16~~

Project: Wastewater Treatment Facility Improvements
Project No.: 251034.00
Owner: City of David, NE City
Contractor: BRB Contractors, Inc

Work Change Directive 13 Part 2

1. AC size increased in blower MCC room. \$1800
2. Wiring of a heater unit. \$900
3. Changing blower service conductors 350 MCM. \$61,220



To JEO and the City of David City,

BRB Contractors was asked to provide a cost for modifications to the grading around the SBR basins on the David City Wastewater Treatment Facility project as part of Work Change Directive #16. Modifications include:

- Modifying the grading around the new SBR basins so that the sidewalk is the same around the basin.
- Modify the slope of the grading on the east side of the SBR basins. This will in turn affect the location of the gravel road.
- Modify the road in-between the two SBR basins, which includes a deduct for removing the concrete from the scope.
- Modify the grading on the south side of the structures, relocate the location of the electrical handhole and light fixture in that area.

The cost of these modifications will be \$52,195.89. A scope and drawings detailing what needs to be done is provided (as sent by JEO). If you have any questions, feel free to reach out.

Thank You,
Josh Klug
Project Manager
BRB Contractors, Inc



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 16

DATE | 12/10/25

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description Change to the scope of work to modify the grading around the SBR basins and add a gravel driveway and path between the SBR basins.

Purpose of Change Directive To allow for easier maintenance to mow the grass around the SBRs and remove decanters from the new basins, as well as modify the sidewalk around the perimeter of the SBRs to be the same elevation.

Attachment(s)

Sheet 02-C-12 - Modification to Grading Around SBRs

Sheet 02-C-12 - Addition Of Gravel Driveway to Between SBRs

Sheet 02-E-2 - Electrical Modifications Required For Gravel Driveway

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Price

\$ TBD

Estimated Increase (Decrease) in Contract Times

0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

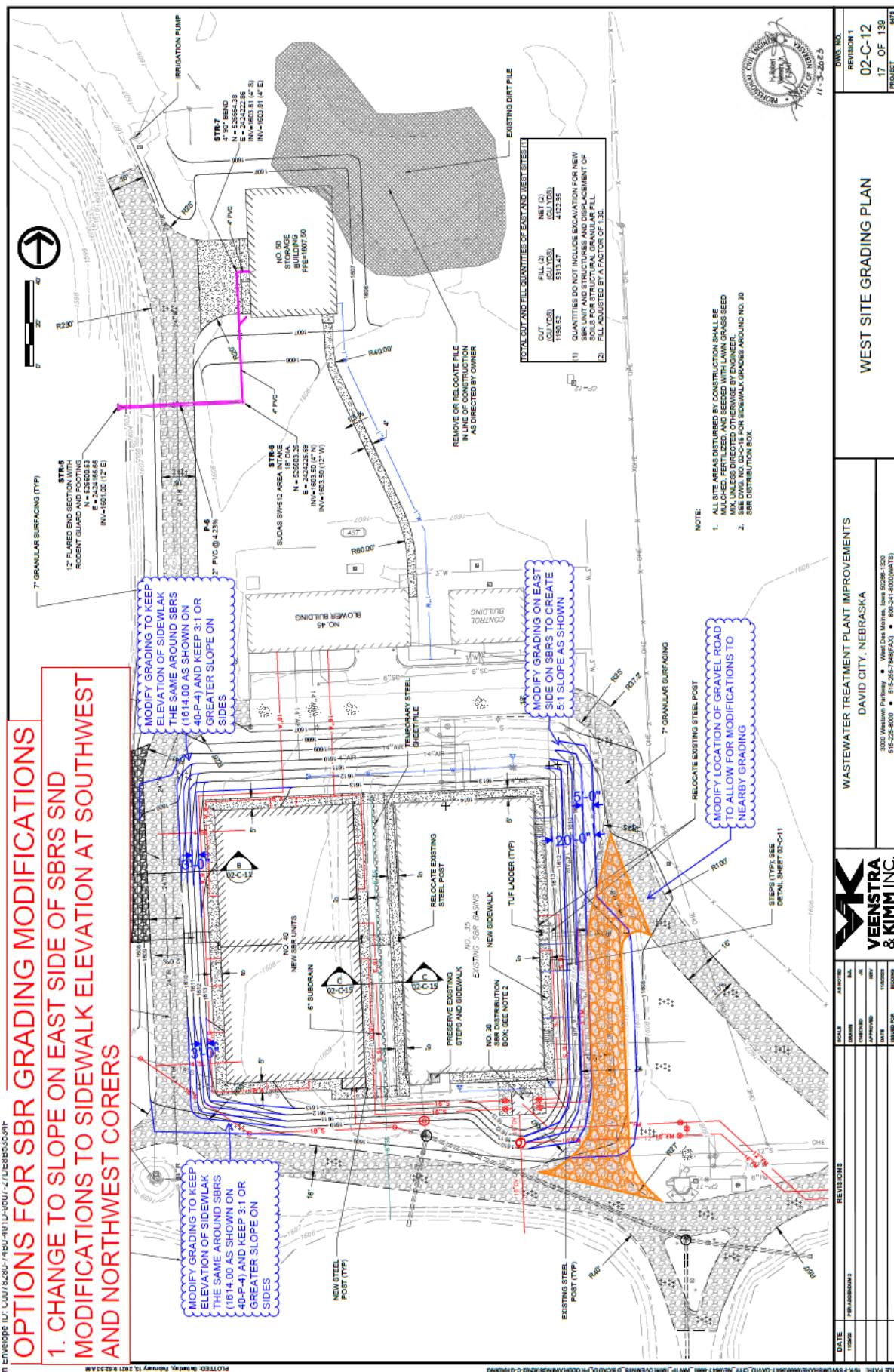
CONTRACTOR

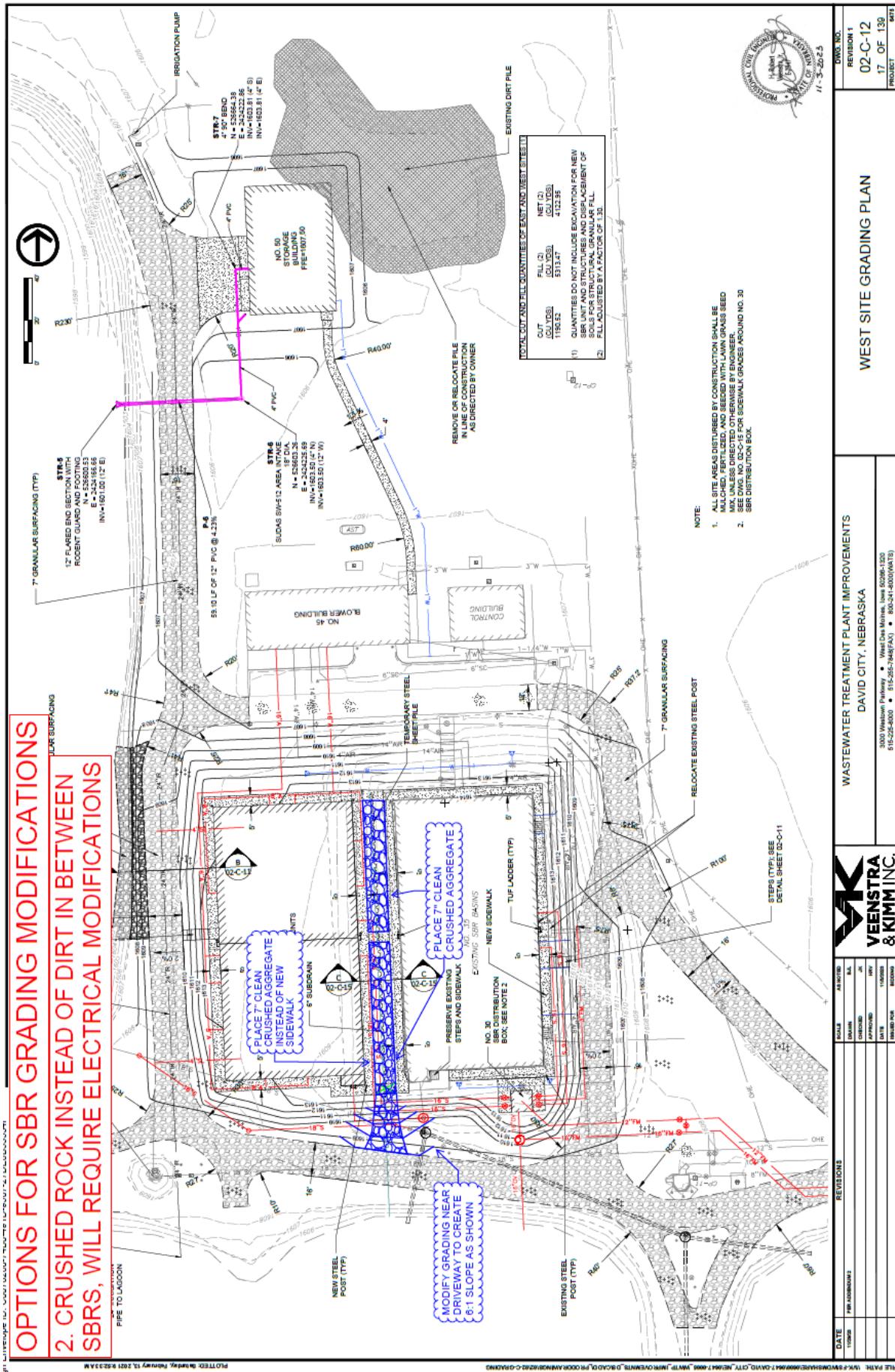
Date

Date

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner







To JEO and the City of David City,

As an extension of Work Change Directive #7 on the David City Wastewater Facility Improvements project, a new air conditioning unit is required in the electrical room of the blower building. After several discussions, it was determined that the attached unit would meet the requirements provided by the engineer. This unit will sit on a pad to the north of the building and be run in via ductwork.

The price of these modifications will be \$36,495.60. The necessary electrical modifications that are required to accommodate the new unit were included in the proposal for WCD #13. If you have any questions, feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc.

Council member Bruce Meysenburg made a motion to approve the Final Payment and settlement agreement to Maguire Iron, Inc. in the amount of \$235,250.00 for the Water Tower Repainting. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Contractor's Application for Payment

Owner:	City of David City		Owner's Project No.:		
Engineer:	JEO Consulting Group, Inc.		Engineer's Project No.:	230622.00	
Contractor:	Maguire Iron, Inc.		Contractor's Project No.:		
Project:	2024 Water Tower Repainting; SRF Project No. D311686				
Contract:	2025 Water Tower Repainting; SRF Project No. D311686				
Application No.:	1 (Final)		Application Date:	12/10/2025	
Application Period:	From	4/1/2025	to	11/30/2025	
1. Original Contract Price			\$	245,250.00	
2. Net change by Settlement Agreement			\$	(10,000.00)	
3. Current Contract Price (Line 1 + Line 2)			\$	235,250.00	
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)			\$	235,250.00	
5. Retainage					
a.	0%	X \$ 235,250.00	Work Completed =	\$	-
b.	0%	X \$ -	Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)			\$	-	
6. Amount eligible to date (Line 4 - Line 5.c)			\$	235,250.00	
7. Less previous payments (Line 6 from prior application)					
8. Amount due this application			\$	235,250.00	
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)			\$	-	
Contractor's Certification					
The undersigned Contractor certifies, to the best of its knowledge, the following:					
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;					
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and					
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.					
Contractor: Maguire Iron, Inc.					
Signature:			Date:		
Recommended by Engineer			Approved by Owner		
By:			By:		
Title: Project Manager			Title: Mayor		
Date:			Date:		
Approved by Funding Agency					
By: N/A			By: N/A		
Title:			Title:		
Date:			Date:		

City Council Proceedings

January 14, 2026

Page #62

Contractor's Application for Payment

City Council Proceedings
January 14, 2026
Page #63

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between The City of David City, Nebraska (the "City"), and Maguire Iron, Inc. ("Maguire"). Collectively, the City and Maguire are referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City and Maguire executed a contract on June 26, 2024 (the "Contract") for Maguire to perform work on the City's elevated water storage tank (the "Water Tower"), including but not limited to providing services and materials for interior and exterior cleaning, overcoating, painting, installing a new safety climbing system, and miscellaneous repairs (the "Project").

B. The Contract included liquidated damages for delays in achieving both substantial completion and final completion on the Project. Maguire achieved substantial completion twenty-five days past the deadline and final completion ninety-four days past the deadline, for a total liquidated damage claim of \$84,500 (the "Liquidated Damages").

C. The Contract identified a total cost for the Project of \$245,250.00 payable upon satisfactory final completion, less Liquidated Damages.

D. In an effort to mitigate the amount of Liquidated Damages, the Parties agreed to a significant reduction to the Liquidated Damages, as well as terms for an extended warranty and a comprehensive maintenance program, as further detailed in this Agreement.

E. All Parties deny any wrongdoing or liability whatsoever. The Parties, without admitting liability, fault or indebtedness, fully settle their disputes and differences on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, the City shall pay, and Maguire shall accept, the total sum of TWO HUNDRED THIRTY FIVE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$235,250.00) (the "Settlement Proceeds"). The Settlement Proceeds will be paid within fourteen (14) business days of the Effective Date of this Agreement.

2. Maguire's Release. Maguire, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases the City, and its managers, representatives, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and

whether known, unknown, foreseen or unforeseen, relating to the Contract, Project, and Liquidated Damages through the Effective Date of this Agreement.

3. The City's Release. The City, on its behalf, and on behalf of its representatives, agents, successors, and assigns, hereby releases Maguire, and its members, shareholders, managers, representatives, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, demands, grievances, controversies, suits, actions, and liabilities, whether in law, in equity, or otherwise, relating to the Liquidated Damages through the Effective Date of this Agreement. Any and all express or implied warranties for the services, workmanship, and materials provided under the Contract, at the Project, or as further detailed herein, are excluded from this release and nothing in this Agreement shall be construed to release the same.

4. Extended Warranty. Maguire shall honor an extended express warranty for six (6) years from the Effective Date, including, but not limited to, any issues with the workmanship on the Project, the materials supplied, or any other deficiencies on the Project. Any coating failures will be repaired or replaced entirely at Maguire's expense.

5. Comprehensive Maintenance Program. Maguire shall perform its standard one-year anniversary inspection of the Project under the terms of the Contract. In addition to the standard anniversary inspection, Maguire shall provide a comprehensive maintenance and inspection program in the years 2027, 2029, and 2031. The comprehensive maintenance program expressly includes: (a) draining and thoroughly washing-down the Water Tower's interior wet area to remove all sediment and debris; (b) detailed inspection of interior and exterior coatings, structural components, sanitary systems, safety features, and security elements; and (c) professional written reports, with photos, documenting current conditions, recommended future services, budget estimates, and full compliance with AWWA standards. The Parties shall mutually agree on the specific dates in each respective year for Maguire to provide the services subject to this section. For clarity and avoidance of doubt, the City shall not be required to pay anything more than the Settlement Proceeds for these services, and is releasing its claims to the Liquidated Damages as consideration for this maintenance program.

6. Indemnification. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, each of which is an essential and indispensable part hereof, Maguire, on its behalf and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, agrees to and shall indemnify and hold harmless the City from and against any and all claims or demands for payment of any demand, claim, lien, or subrogation claim arising from or relating to the Contract, Project, and Maguire's further work pursuant to the comprehensive maintenance program.

7. Complete Agreement. This Agreement constitutes the entire agreement between Maguire and the City, and there are no agreements or representations of beyond those set forth herein. This Agreement may not be modified except upon the mutual written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

8. Remedies. In the event of a breach or threatened breach of any provision of this Agreement, the other party shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach, in addition to all other remedies available at law or in equity, including actual damages.

9. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Nebraska. The Parties consent to the jurisdiction of the state and federal courts of the State of Nebraska for any actions to enforce, interpret or for the breach of any term of this Agreement.

10. Warrant of Authority. The signators below expressly warrant and represent that they have the full mental and physical capacity and are fully authorized to enter into and bind the Parties to this Agreement and each of its terms.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by electronic means shall be treated as originals, and the Parties agree that signatures through DocuSign or similar means shall be treated as original signatures.

12. Construction. The Parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

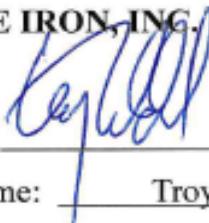
[SIGNATURE PAGE TO FOLLOW]

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SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT

ACKNOWLEDGED AND AGREED:

MAGUIRE IRON, INC.

Signature: 

Printed Name: Troy Werdel

Its: SVP

Date: 1/8/2026

**THE CITY OF DAVID CITY,
NEBRASKA**

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

6968918.1

Ethan Joy of JEO Consulting Group introduced himself, Ethan spoke with Andrew Wilhusen about the stop signs at 6th and D Street. Before any stop signs can be placed at this intersection, an engineer will need to Engineer review of the intersection. The review would look at the site, traffic, and accidents that have or may have occurred at that intersection, then that information will be brought to the Council to determine if Stop Signs should be placed at the North and South sides of the intersection. Ethan will speak with Andrew to complete a review of the intersection.

Council member Bruce Meysenburg made a motion to have JEO Consulting Group complete an engineering review of the 6th and D Street Intersection. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Keith Marvin made a motion to approve Resolution No. 1-2026 authorizing electric PCA refunds. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

RESOLUTION NO. 1-2026

RESOLUTION AUTHORIZING REFUNDS TO DAVID CITY ELECTRIC POWER RESIDENTIAL CUSTOMERS AS PART OF PRODUCTION COST ADJUSTMENT AS AUTHORIZED AND ALLOWED BY DAVID CITY ORDINANCE NO. 1522.

WHEREAS, the City of David City, Nebraska, owns and operates an electric distribution system which provides for the electric power needs of its citizens; and,

WHEREAS, the City must purchase the electric commodity from Nebraska Public Power District (NPPD) and must pay for that commodity and associated transmission services based on rates set by the NPPD Board of Directors; and,

WHEREAS, as part of production cost adjustment, the NPPD Board of Directors has issued refunds to the City for the electric commodity and associated transmission services in 2020 and 2021; and,

WHEREAS, David City Ordinance No. 1522 sets electric services rates as subject to production cost adjustment; and,

WHEREAS, as part of production cost adjustment, the City desires to issue refunds to residential customers in the approximate total amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), distributed monthly over a time period of one (1) year beginning usage period January 2026 through December 2026 and based on a resident's total monthly kilowatt hour usage; and,

WHEREAS, the monthly total refund for each residential customer shall be calculated by multiplying .002063 by the customer's total kilowatt hour usage for the corresponding month.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY,
NEBRASKA that the monthly refund of residential customers, as authorized and allowed as

production cost adjustment by David City Ordinance No. 1522, shall be issued monthly and shall be calculated by multiplying .002063 by the customer's total kilowatt hour usage for the corresponding month beginning usage period January 2026 and ending December 2026.

PASSED AND APPROVED January 14, 2026.

CITY OF DAVID CITY, NEBRASKA

By _____
Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

Council member Jim Angell made a motion to reappoint Jim Masek and Bob Hilger to the Planning Commission for a three-year term ending April 2028. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

PLANNING COMMISSION		
TERM SPECIFICS:		
Number of Members:	5 APPOINTED MEMBERS and 1 Alternate	
Term:	3 year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
JIM VANDENBERG	3-2023	4-2026
JIM MASEK	1-2026	4-2028
PAM KABOUREK	5-2024	4-2027
GREG ASCHOFF	3-2023	4-2026
BOB HILGER	1-2026	4-2028
ALTERNATE	CURRENTLY VACANT	

Council member Keith Marvin made a motion to reappoint Beth Klosterman to the Sidewalk Committee for a two-year term ending June 2028 and updating committee members to include City Clerk - Treasurer, City Administrator, Street Department Supervisor and Building Inspector as permanent member of the committee. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

SIDEWALK COMMITTEE		
TERM SPECIFICS:		
Number of Members:		
Term:	2- year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
KEVIN WOITA – COUNCIL MEMBER	2-12-2025	6-2027
JERRY ABEL – COUNCIL MEMBER	2-12-2025	6-2027
BETH KLOSTERMAN	1-2026	6-2028
CITY CLERK – TREASURER	PERMANENT	PERMANENT
BUILDING INSPECTOR	PERMANENT	PERMANENT
CITY ADMINISTRATOR	PERMANENT	PERMANENT
STREET DEPARTMENT SUPERVISOR	PERMANENT	PERMANENT

Council member Keith Marvin made a motion to reappoint Jim Witter and Deb Dinkelman to the Parks and Recreation Advisory Board for a 1-year term ending September 2027 and updating committee members to include a Park Department Employee, Recreation Director, Two Council Members and City Administrator to be members of the board. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

PARKS AND RECREATION ADVISORY BOARD		
TERM SPECIFICS:		
Number of Members:	2 CITIZENS, 2 COUNCIL MEMBERS AND 2 PERMANENT MEMBERS-Park Superintendent & Recreation Coordinator	
Term:	1-year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
JIM WITTER	1-2026	9-2027
DEB DINKELMAN	1-2026	9-2027
COUNCIL MEMBER – BRUCE MEYSENBURG	1-2026	9-2027
COUNCIL MEMBER – JIM ANGELL	1-2026	9-2027
PARK DEPARTMENT EMPLOYEE		9-2027
RECREATION DIRECTOR		9-2027
CITY ADMINISTRATOR		9-2027

Council member Bruce Meysenburg made a motion to reappoint a Butler County Chamber of Commerce Representative, Council Member Bruce Meysenburg, Council Member Keith Marvin, Planning Commission Member Bob Hilger, Member of the Nebraska Extension Office, City Clerk - Treasurer, Building Inspector and City Administrator to the Downtown Revitalization Committee for a 1-year term ending January 2027. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

DOWNTOWN REVITALIZATION COMMITTEE		
TERM SPECIFICS:		
NAME	BEGAN TERM	TERM ENDS
COUNCIL MEMBER – BRUCE MEYSENBURG	1-2026	1-2027
COUNCIL MEMBER – KEITH MARVIN	1-2026	1-2027
CHAMBER OF COMMERCE REP	1-2026	1-2027
PLANNING COMMISSION – GREG ASCHOFF	1-2026	1-2027
NEBRASKA EXTENSION OFFICE -	1-2026	1-2027
CITY CLERK – TREASURER	PERMANENT	PERMANENT
BUILDING INSPECTOR	PERMANENT	PERMANENT
CITY ADMINISTRATOR	PERMANENT	PERMANENT

Council member Jim Angell made a motion to reappoint Council Member Rick Holland, Council Member Bruce Meysenburg, Building Inspector, City Clerk - Treasurer, City Administrator, Police Chief and Assistant Police Chief to the Nuisance and Ordinance Committee for a 1-year term ending July 2027. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

NUISANCE AND ORDINANCE COMMITTEE		
TERM SPECIFICS:		
NAME	BEGAN TERM	TERM ENDS
COUNCIL MEMBER – BRUCE MEYSENBURG	1-2026	7-2027
COUNCIL MEMBER – RICK HOLLAND	1-2026	7-2027
BUILDING INSPECTOR	1-2026	7-2027
POLICE CHIEF	1-2026	7-2027
ASSISTANT POLICE CHIEF	1-2026	7-2027
CITY CLERK – TREASURER	1-2026	7-2027
CITY ADMINISTRATOR	1-2026	7-2027

Council member Rick Holland made a motion to table Ordinance No. 1526 updating the Pay Ordinance. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Mayor Jessica Miller stated, "Now at 7:47 p.m., we are going into closed session to discuss contracts and personnel."

Mayor Miller, all the Council Members, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and City Clerk Lori Matchett went into closed session at 7:47 p.m. City Attorney David Levy joined the closed session via Zoom. Council member Bruce Meysenburg made a motion to enter closed session at 7:47 p.m. for the protection of the public interest discuss contracts and personnel. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Bruce Meysenburg made a motion to reconvene in open session at 8:35 p.m. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Kevin Woita made a motion to adjourn the meeting at 8:36 p.m.. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES
January 14, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of January 14, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, City Clerk