

Operations Committee Meeting  
Thursday, August 28, 2025 8:30 AM  
Lower Platte North NRD Office  
P.O. Box 126  
Wahoo, NE 68066

1. UNFINISHED BUSINESS

We do not have unfinished business to consider.

2. WILD NE AND OTHER PROGRAMS

Nothing to report

3. OPERATION & MAINTENANCE & OTHER ITEMS

The O & M crew did maintenance & inspections on five watershed dams. We also assisted DNR Dam Safety with the Wanahoo Dam inspection. We continue to spray areas with tree problems and have also had a drone spray some larger areas. We have started our mowing circuit of some of our dams, levee systems and Rawhide Ditch 8. We have beaver plugging the riser on Cottonwood 6-E again. A trapper will attempt to catch them.

3.A. Rehabilitation of Cottowood 21-A, NRCS & HDR

The Watershed Work Plan-Environmental Assessment Study is still in Little Rock, AR reviewing the comments made by the NRCS and HDR. When that is approved, HDR can start the Planning and Design Phase of the dam.

3.B. Wanahoo Basin Damage & Repair, FEMA, & Houston Engineering

Mike Sotak, Houston Engineering, presented the Technical Memorandum to the Committee. A draft Technical Memorandum (attached) will be sent to all board members for review before the Board meeting. He reviewed the repair and mitigation options for the Wanahoo basin. The Breakwater and Wetland Weir will have to go through the 408 process with the COE. This will happen later this Fall. Houston Engineering and Staff will make recommendations on repairs and mitigation to the basin and spillway conduits with Board approval. FEMA would like us to keep this process moving. Our promptness is important at this time.

3.C. Office Generac Generator Warranty & Plan

A Generac representative was here on August 19th to show staff inspection items if we choose a maintenance package that requires staff to review maintenance items during the year.

1) We have a two-year warranty on the office Generac generator. Year one is comprehensive (bumper to bumper), and the second year is parts only. Do we want an extended warranty of 5, 7, or 10 years? These plans have comprehensive coverage. The 5-year plan is \$1150, the 7-year is \$2132 and the 10-year is \$3446. After 2000 hours on the generator there is no warranty coverage. The Committee wants to go through the first year to see how it goes, then consider an extended warranty if we wish.

2) There are a couple of preventative maintenance plans, Silver and Bronze.

Attached are two quotes, one for the Silver Plan in which they come out twice a year

for a major inspection and a minor. The Bronze Plan is a major inspection once a year and staff would be required to do quarterly inspections for warranty purposes. Also attached is a list of service items for the plans. Staff is confident they can do the minor inspection/maintenance and recommend the Bronze Plan.

3.D. Electrical Service & Light at the Czechland Boat Ramp

Earlier this year we asked for a quote from Limbach Electric of North Bend to run electricity and install a light at the Czechland boat ramp. His quote of \$5,927 is attached. We have had fishermen request a low-level light over the years, so when taking their boats out at night they can see.

3.E. Power Saw/Mulcher for Bobcat T770

The district needs to replace a power saw for the Bobcat. Find updated quotes attached and a picture of a disc mulcher. There is a quote for a drum mulcher also for comparison. Staff would prefer the disc mulcher because it would work faster than a drum and to eliminate having to use two Bobcats, one cutting the other piling and hauling.

The non-Bobcat quotes do not include the Forestry Application Kit and Engine Compartment Seal Kit as listed on the Bobcat quote. Those kits would have to be ordered through Bobcat. The Forestry Kit is a safer glass door.

4. ROCK AND JETTY

We have not received any request.

5. LAKE WANAHOO

5.A. Lake Wanahoo Permit Sales

For the month of July, the District received \$6,502.50 in annual park permit revenue.

5.B. Lake Wanahoo Camping Revenue

For the month of July, the District received \$17,720.24 in camping revenue.

5.C. Education Building Fire Pit Space Renovation

The fire pit area behind the education building at Lake Wanahoo needs to be renovated. The fire pit itself is falling apart, the pea gravel surface material is constantly moving around, exposing the fabric underneath and ending up in the turf. This material is also hard for some guests to walk on. We would like to remove the pea gravel and existing fire pit, and replace them with concrete and a more durable fire pit. I reached out to 5 different contractors for bids and got the following results: one wasn't interested, one submitted a bid of \$10,925.00, and the other three never responded. It is our recommendation to award the project to Metro Grading for their bid of \$10,925.00.

5.D. Clint Johannes Education Building

The Clint Johannes Education Building at Lake Wanahoo was rented 23 times in August, with 3 NRD events. Revenue for the month was \$1,825.

6. INFORMATION AND EDUCATION

6.A. Information

6.A.1. Radio & Digital Display Ads

The KTIC radio ads for July featured a reminder for variances. September's ad

will feature environmental education opportunities with the NRD. The produced ad for September was not available yet.

The new digital display ads will begin on September 8. This has replaced the Wahoo newspaper e-ads and was added to this year's budget. Attached is a breakdown of the demographics and zip codes we are targeting for these ads. The ads can be changed as often as once a month or every couple of months. The topic for September will be environmental education opportunities. The digital display ads will be billed monthly.

6.A.2. Analytics

Top Posts for Facebook and X during August 1 - 26 included:

- September Coffee, Lakeside flyer
- Newman Grove public hearing information
- Rawhide Creek open house information
- August Coffee, Lakeside flyer
- NRD Recreation Exploration

On the LPNNRD website, we received traffic from NARD (22), Facebook (18), Nebraska Game and Parks (4), Nebraska tourism (2), and Saunders County Fair website (2).

The full reports are attached.

6.A.3. Website Update

RedThread has been working on updating the LPNNRD website. Recently they updated it to be compliant with regulations regarding ADA accessibility for web and mobile sites. Other minor changes have been spacing and making sure text does not run off the page when viewed on mobile devices and tablets. They will continue working on this in September. If you notice any issues when you are looking at the website please let Lacey know so we can have this addressed.

6.A.4. Water Department Newsletter

The second digital newsletter for the Water Resources Department went out on August 12th and received a great response. This newsletter covered updates to the draft copy of the Groundwater Management Plan, Wellhead Protection Program public meetings, and announcing producer text message alerts. Daryl reported he had a few calls that week regarding the Groundwater Management Plan. We have had 2 people opt in to the text message alerts.

Contacts	Emails Delivered	Open Rate	Clicks to links in Email	Unsubscribes
1,303	1,209	52.36%	298	9

6.A.5. Water Department Video

In an effort to create more consistent messaging, we are working on creating or updating videos that feature each department of the Lower Platte North NRD. The groundwater video is the next one on the list as the current one is 6 years old and not the best quality. We were very pleased with the work RedThread has

done with previous videos and we are hoping to replicate these. RedThread created a quote at \$14,000 (almost double as much as the previous video). I have since reached out to Three Pillars Media in Lincoln, Unanimous in Lincoln, and Creative Olsen in Omaha. After a meeting with Unanimous, they could not complete our request within our budget.

**Three Pillars Media:** would provide pre-production planning, 1-person crew for up to 8 hours production, royalty free music, travel (estimated at \$105 built in to proposal), photography on location.

**Final product includes:** 30-second commercial, 15-second cut down, and minimum of 100 edited photographs.

**Total proposal:** \$4,500

**Creative Olsen:** pre-production planning, 1-person crew for up to 8 hours production (any additional hours billed at \$275 per hour), travel costs additional (\$0.70/mile from office to filming location and back).

**Final product includes:** 30-second edited video with 3 rounds of revision, 15-second video with 3 rounds of revision.

**Total proposal:** \$4,300 + travel costs

#### 6.B. Education

##### 6.B.1. Past events

- **August 4th:** Wildflowers and Wine (9)
- **August 7th:** Coffee Lakeside: Specialty Crops (10)
- **August 7th:** Last nocturnal night of the summer! (10)
- 

##### 6.B.2. Upcoming events

- **September 9th-10th:** Bishop Nuemann M.S.
- **September 11th:** Coffee Lakeside Mammals of NE
- **September 17th:** David City High Ability Learners & Wachiska Prairie Day
- **September 19th:** Wahoo high school Careers
- **September 22nd:** Starry Night event
- **September 24th:** Fremont M.S. outdoor day
- **September 30th:** Wachiska Prairie Day
- **September 30th-October 3rd:** Ag Week at the fairgrounds

St. Wenceslaus TBD & other Classroom Visits

#### 7. RURAL WATER SYSTEMS

##### 7.A. Colon System

Staff repaired a residential service line leak in Colon. Staff is also working with the Village for a new hydrant hook-up for their new park.

Routine sampling completed, meters read and bills to be mailed 8/29.

7.B. Bruno System

The Village of Abie has formally requested the NRD about developing/expanding the Bruno RWD to include Abie. This will have to include an updated feasibility study (original completed 2006) as well as funding.

Staff completed the tri-annual disinfectant residual testing for the Bruno RWD. This is required due to David City treating the water they supply the district.

Routine sampling completed, meters read and bills to be mailed 8/29.

7.C. Other

# **DRAFT LAKE WANAHOO 2024 REPAIR AND MITIGATION TECHNICAL MEMORANDUM**

**To:** Lower Platte North Natural Resources District  
**From:** Houston Engineering, Inc.  
**Subject:** Lake Wanahoo 2024 Repair and Mitigation Technical Memorandum  
**Date:** September 3rd, 2025

## **1 INTRODUCTION**

Between May 20 and May 21, 2024, a significant rainfall event impacted the Sand Creek and Duck Creek watersheds, which contribute to Lake Wanahoo, and surrounding watersheds in Saunders County, Nebraska and Eastern Nebraska. This event was characterized by multiple rounds of intense and sustained precipitation, leading to widespread flooding and elevated water levels across multiple basins. Lake Wanahoo had the highest observed lake stage since construction in 2010, exceeding the reservoir crest elevation produced during the damaging flood in March 2019. The lake was monitored during the flood, with subsequent damage inspections finding storm event related damage to the Mile 3 trail, breakwater in the reservoir pool area, and the downstream stilling basin and outlet channel. This report provides a forensic hydrologic assessment of the storm event, a hydraulic analysis of alternatives, and preliminary cost estimates for repairs to most of the trail system, wood bridge, multiple jetties and dock at Pork Chop Island, and proposed mitigation to the Lake Wanahoo Dam principal spillway joints, stilling basin, downstream channel, breakwater, and Mile 3 trail.

## **2 FORENSIC STORM ANALYSIS**

### **2.1 HYDROMETEOROLOGY**

A storm event occurring from May 20th to May 21st, 2024, produced significant rainfall over the Sand/Duck Creek watershed and surrounding adjacent watersheds. The rainfall was driven by a slow-moving, moisture-laden frontal system that stalled over eastern Nebraska. Enhanced atmospheric instability and high precipitable water values contributed to efficient rainfall production, with localized convective bands delivering intense downpours. Rainfall reports across the region indicated accumulations ranging from 4.5 inches to over 10 inches. The Sand/Duck Creek watershed, along with Cottonwood, Wahoo, Skull, and Bone Creek watersheds, experienced water levels unprecedented in recent memory.

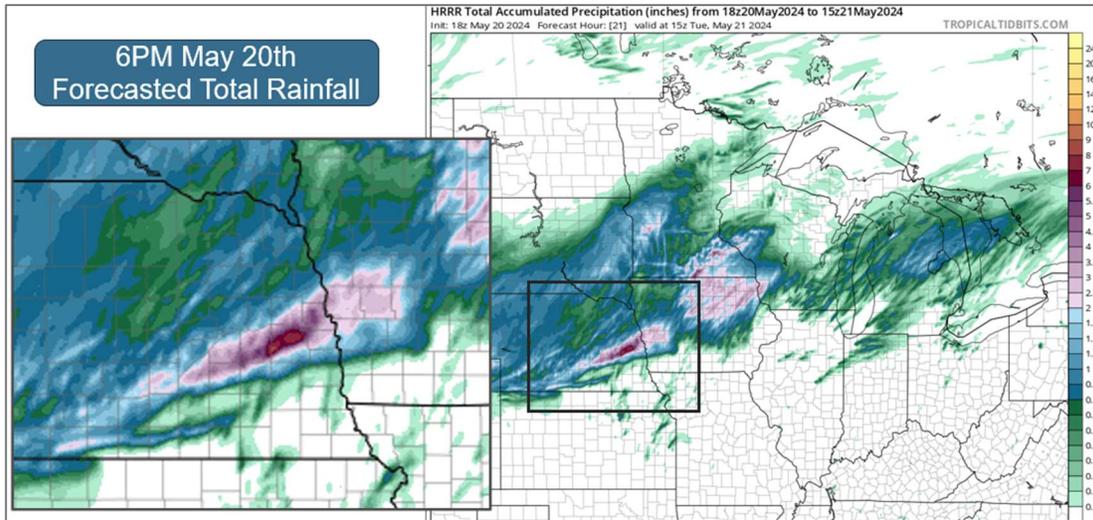


Figure 1: Forecasted Rainfall several hours in advance of the rain event indicated that conditions were suitable for localized significant rainfall totals

In order to recreate the storm event in hydrologic and hydraulic models used in this assessment, gage-corrected radar-rainfall estimated precipitation gridded datasets with 5-minute temporal resolution were generated for the Sand/Duck Creek watershed and the nearby region. Including the surrounding area ensures comprehensive data coverage and allows the integration of regional rain gauges into the analysis. The analysis was calibrated using nearby daily rainfall gages obtained from the National Centers for Environmental Information (NCEI). NEXRAD dual-pol reflectivity data and MRMS (Multi-Radar Multi-Sensor) precipitation data - used as a second reference to help bound uncertainties collected - for the full duration of the storm event were used to establish a scaled best fit relationship between the NEXRAD data and the rain gauge data. The rain gauge report values were reviewed for quality, and erroneous data points were filtered out. Total precipitation was calculated for each rain gauge. To sample the gridded precipitation data for comparison, a buffer of 1-mile was applied to the rain gauge location, and values within the cells that overlapped the buffered gauge station point were averaged to determine the accumulated gridded precipitation value. Buffers were used in this analysis to smooth out anomalies within the gridded precipitation data. The selected scaling coefficients used for the gage correction of the radar estimated precipitation was 0.927, based on the regression shown in Figure 2. Maps of the radar estimated precipitation data overlaid by rainfall gages and the corresponding plotted gage data are shown in Figure 3, with basin average temporal distribution of the rainfall shown in Figure 4.

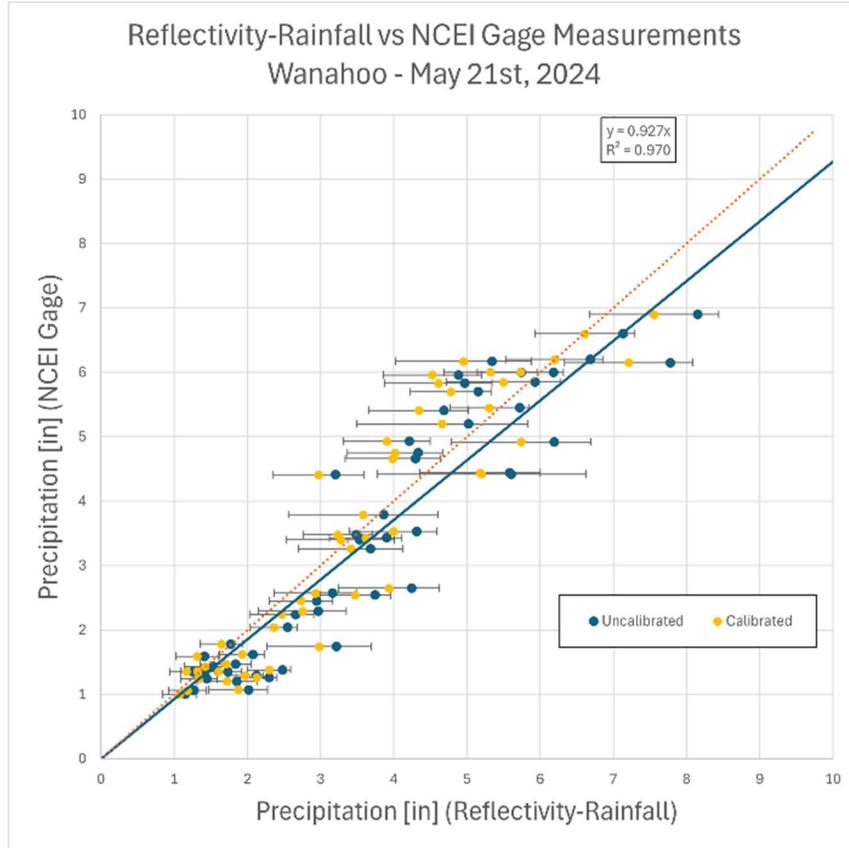


Figure 2: Gage Adjustment Correlation

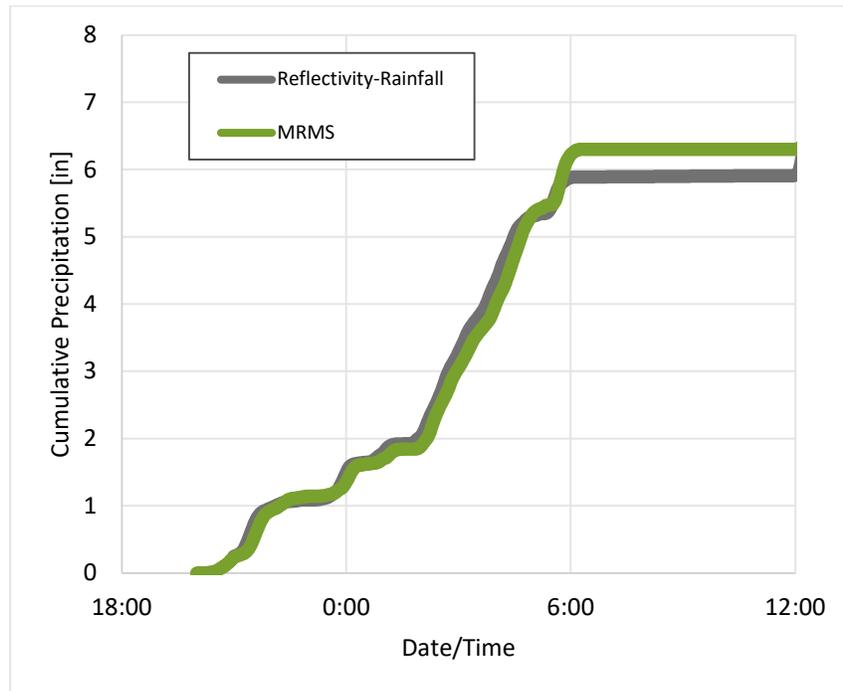


Figure 3: Sand/Duck Creek Watershed Precipitation

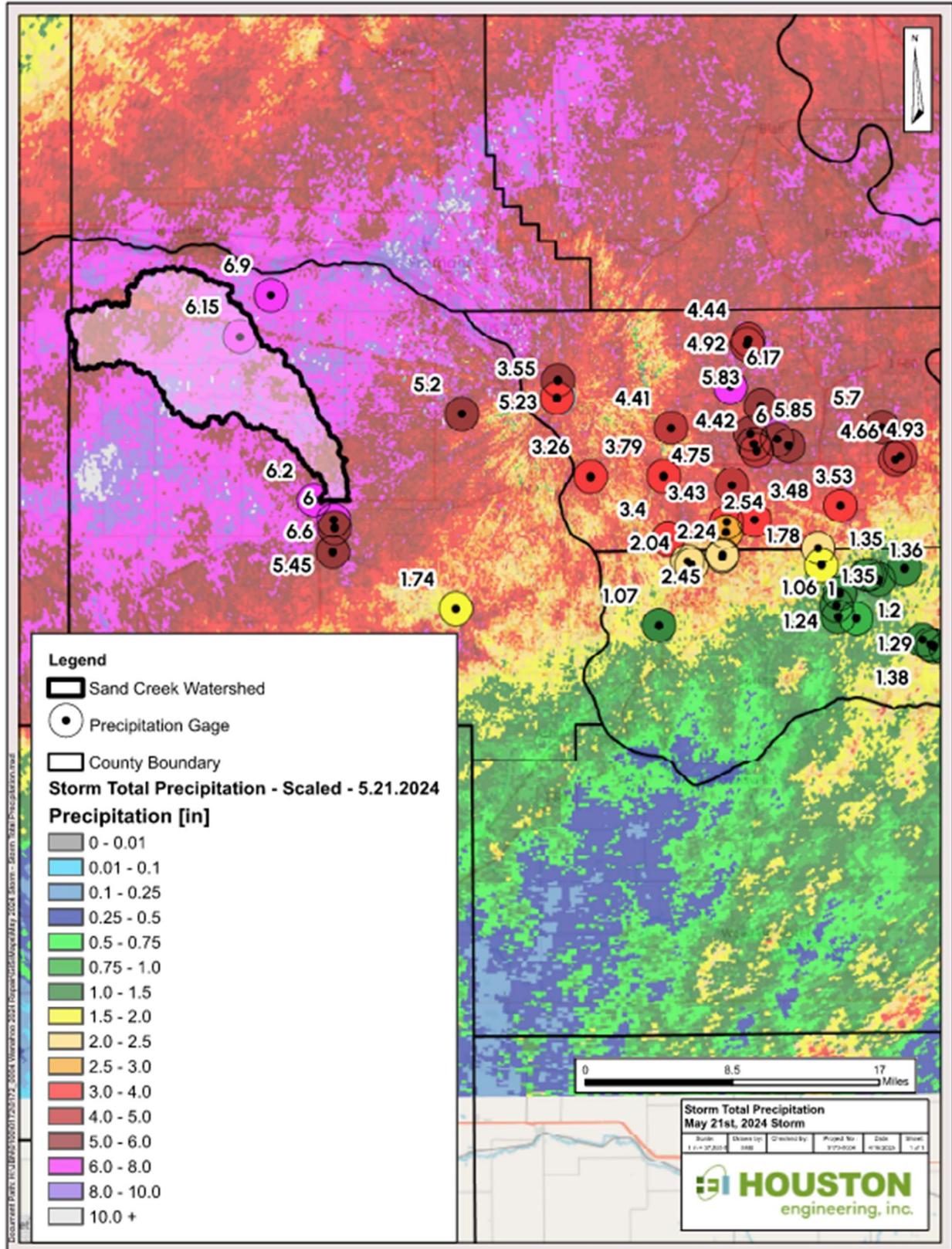


Figure 4. Gage-adjusted radar estimated storm total precipitation for May 20<sup>th</sup> – May 21<sup>st</sup>, 2024

Spatial analysis of Annual Exceedance Probability (AEP) characterized the rarity of rainfall intensities during the May 2024 event using NOAA Atlas 14 data. Results show approximately 2% of Sand/Duck Creek experienced 100- to 200-year event rainfall, 25% saw a 50- to 100-year event, and 73% had rainfall at or below the 50-year event threshold as shown in Figure 5.

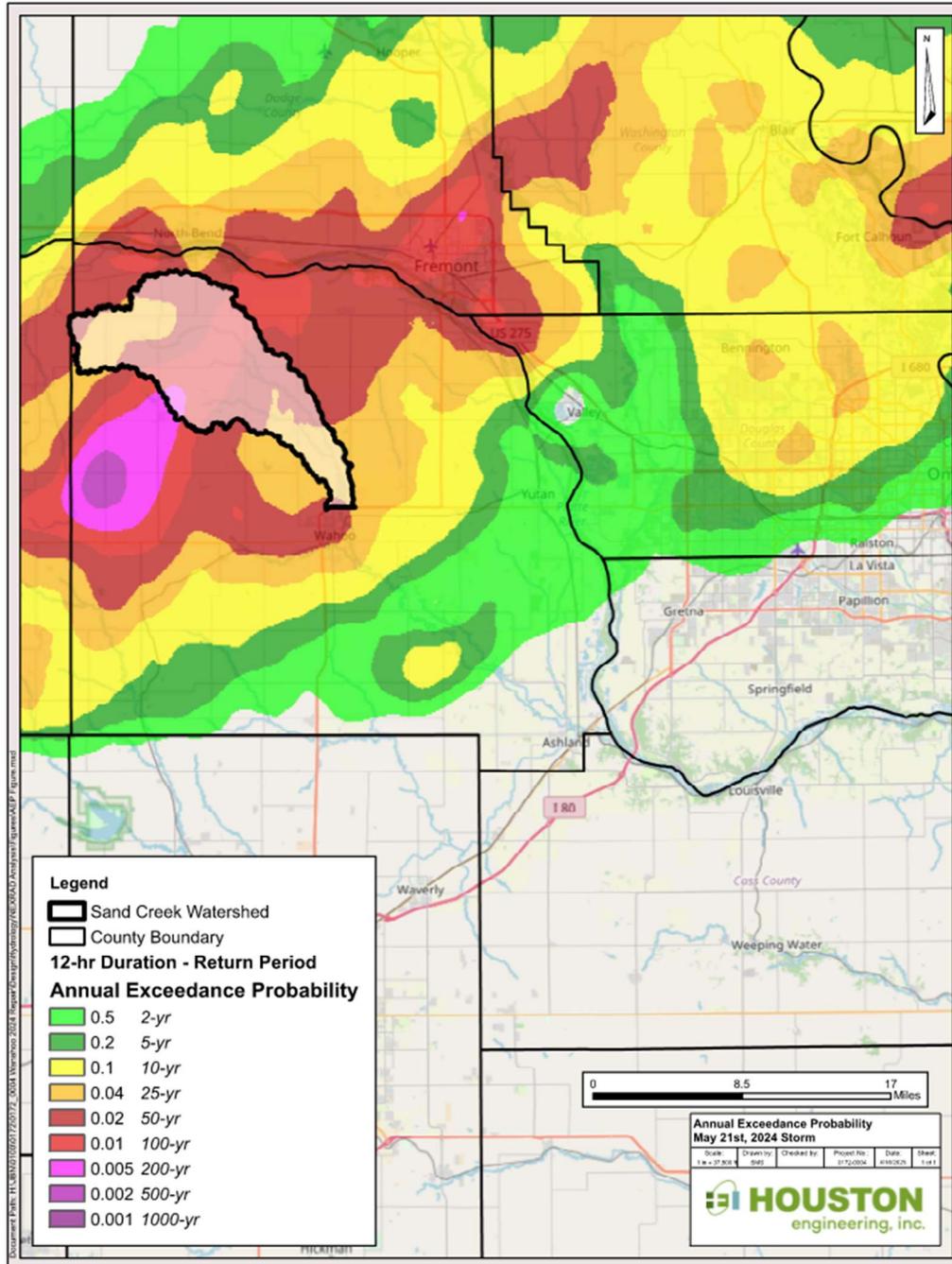


Figure 5. Spatial classification of 12-hr duration rainfall return period

## 2.2 HYDROLOGY AND HYDRAULICS

To evaluate the hydrologic response of the Sand/Duck Creek watershed during the May 20–21, 2024 rainfall event, a HEC-HMS model developed for the design of Lake Wanahoo was employed. This model was originally constructed using SCS Curve Number (CN) methodology, consistent with NRCS dam design standards, and was adapted for post-event analysis.

Lower Platte North NRD measured the lake stage throughout the event with a lake stage monitor, capturing the hydrograph’s rise, peak, and six hours of decline. Lake stage data was converted to flood storage, then inflow rates were calculated using elevation-storage relationships and a modified puls routing method, factoring in outflows determined from the principal spillway rating curve. The results of this analysis are shown in Figure 6.

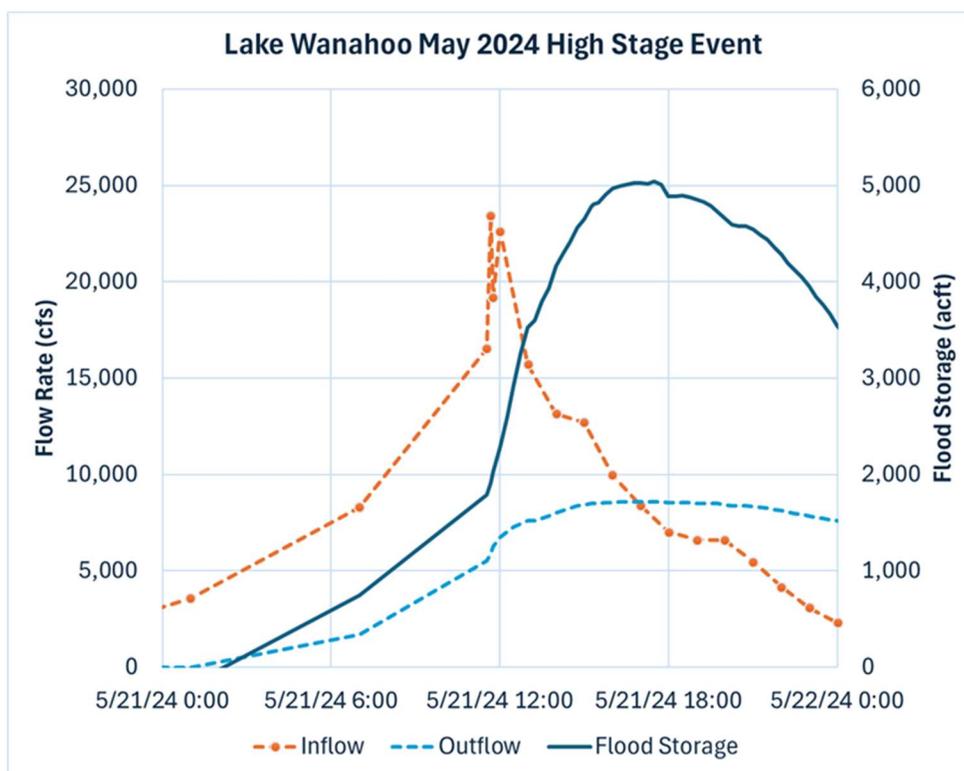


Figure 6: Lake Wanahoo observed flood storage and calculated inflow and outflow

The initial Curve Number (CN) values were modified to correspond with runoff volumes derived from Lake Wanahoo’s stage observations. This adjustment facilitated the back-calculation of runoff volumes using both precipitation datasets, thereby improving the accuracy of the model’s CN parameters. Calibration involved scaling the CN values 7% higher so that simulated runoff matched observed runoff levels, followed by validation with MRMS precipitation data to confirm the reliability of rainfall measurements. The calibrated model effectively replicated actual lake behavior, as shown in Figure 7. The calibrated hydrologic model was applied to determine lake stage frequencies using Atlas 14 precipitation depths within frequency storm

temporal distributions. Comparing these results to the May 2024 event shows the reservoir peaked at an elevation corresponding to a roughly 100-year recurrence interval.

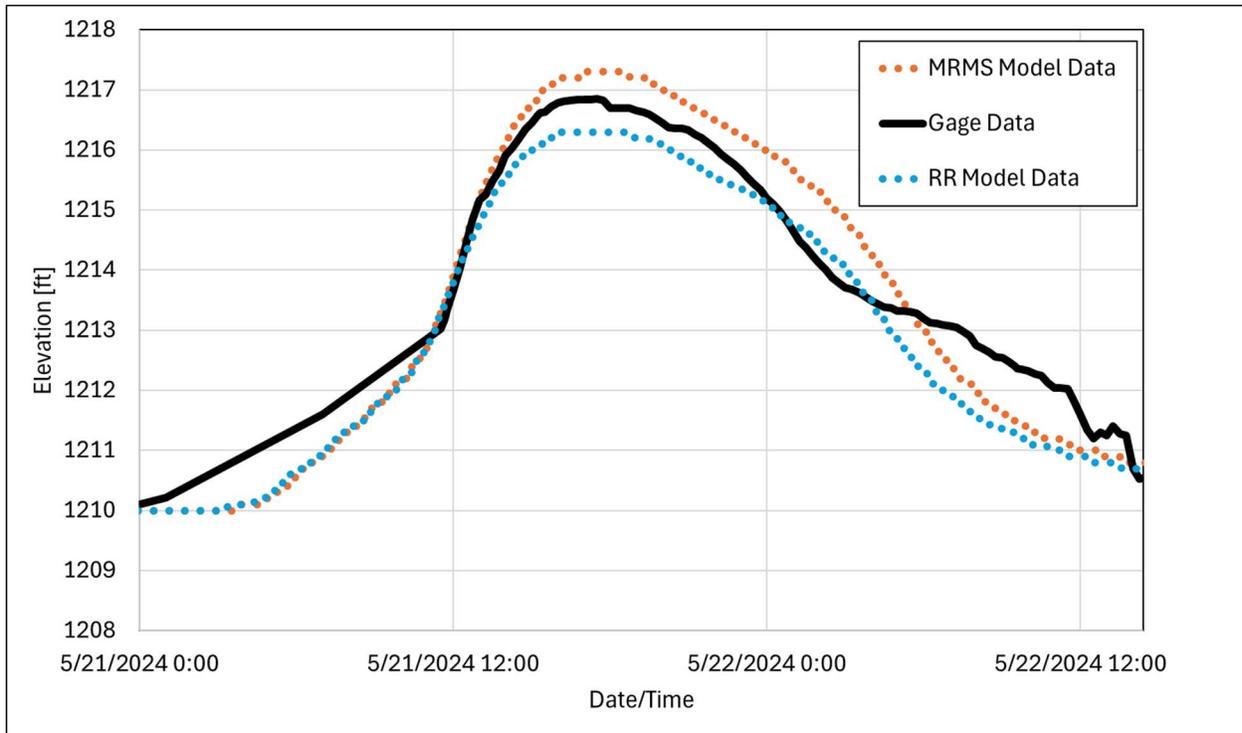


Figure 7: Lake Wanahoo observed stage and modeled stage

Table 1: Lake Wanahoo Routing Results

Design Event:	Precipitation (24-hr) [in]	Peak Inflow [cfs]	Max Water Surface Elevation [ft]
500-Year	9.1	33,615	1221.3
100-Year	6.9	19,448	1216.6
50-Year	6.1	14,564	1214.9
25-Year	5.3	10,574	1213.4
10-Year	4.3	6,542	1212.3

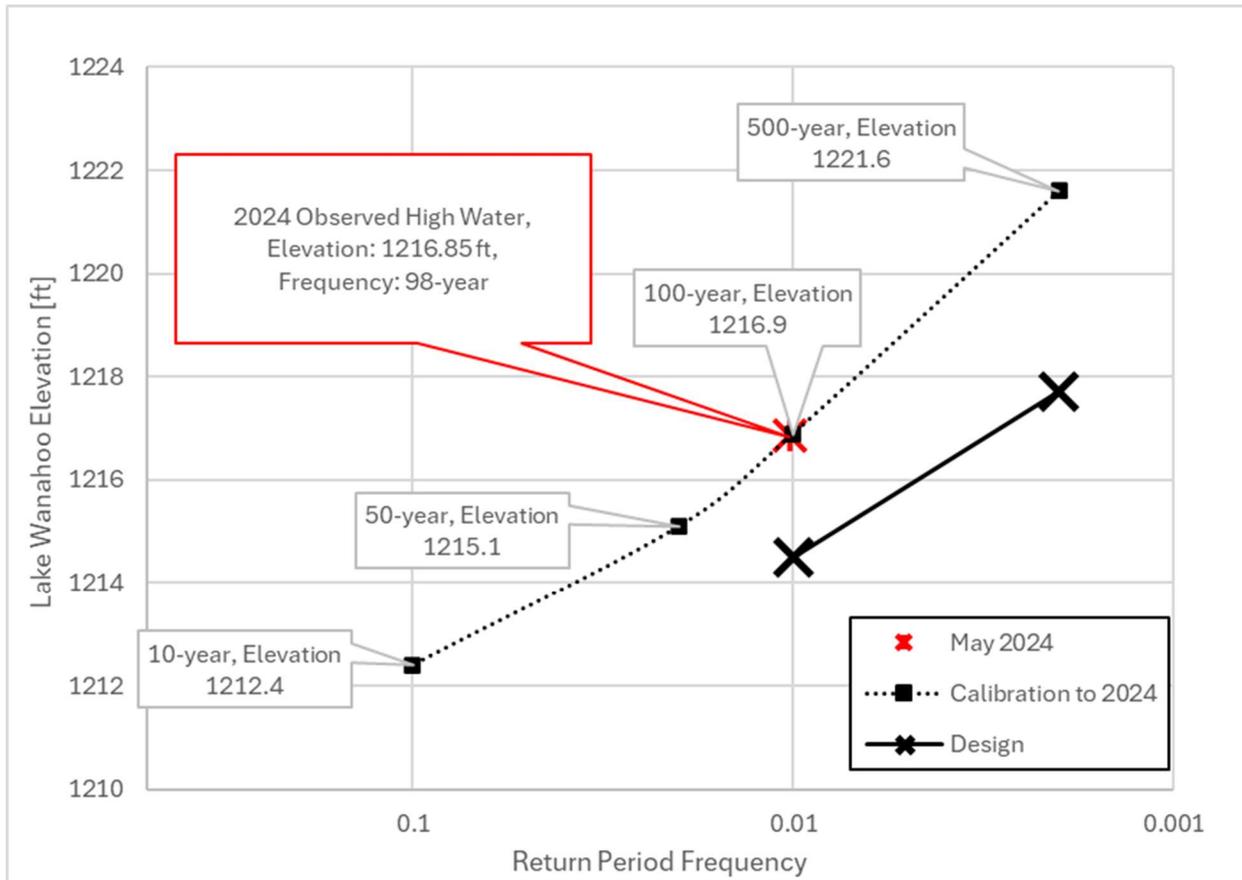


Figure 8: Lake Wanahoo May 2024 Calibrated Routing Results and Design Routing Results

### 3 BREAKWATER

#### 3.1 DESCRIPTION OF DAMAGE

During the May 2024 flood event, the breakwater experienced significant damage due to overtopping flows with depths and velocities sufficient to scour the gravel surfacing and underlying geotextile fabric. As inflows to the reservoir must first pass through the breakwater opening/bridge, and then when the opening capacity is exceeded, over the breakwater embankment before reaching the southern portion of the lake and the dam, the timing and rate of rise of water levels across the reservoir must be understood. Observations indicated that the northern portion of the reservoir rose more rapidly than the southern portion, resulting in overtopping depths which then cascaded down the south side of the breakwater until tailwater conditions developed to the south which eventually submerged the breakwater. Notably, the nature of the scour and deposition indicates that the damage occurred prior to the submergence of the breakwater, highlighting the need to understand the transient hydraulic conditions during the event. To evaluate how modifications to the breakwater elevation would influence overtopping depths and flow behavior, a two-dimensional unsteady-state hydraulic model was developed using HEC-RAS. This model captures the routing of inflows

across the breakwater and through both the northern and southern portions of the reservoir, enabling a detailed assessment of potential design alternatives.

### 3.2 ALTERNATIVES ANALYSIS

Table 2 provides a summary of the alternatives assessed, with the following figures conceptualizing the modifications needed to complete the repair or mitigation. A summary of the hydraulic results is presented alongside the cost summary at the end of the Alternative Costs section for ease of comparison.

Table 2: Breakwater Repair and Mitigation Alternatives

Alternative	Description
0a	Repair
0b	Repair w/ Concrete Trail
1a	Lower 400'
1b	Lower 800'
2a	Raise 1' EL 1215
2b	Raise 2' EL 1216
3a	New Channel 10'
3b	New Channel 50'
3c	New Channel 90'
4a	Widen Bridge +35'
4b	Widen Bridge +65'
2a & 3a	New Channel 10' & Raise 1'
0a & 3b	New Channel 50' & Concrete Trail

In addition to the alternatives shown in the table, mitigation of the breakwater by flattening the downstream slope was evaluated. This scenario was excluded from the hydraulic analysis because it was not expected to produce significant differences in hydraulic results compared to the repair alternatives. Assessment of the breakwater damages and the hydraulic analysis results suggested that flattening the downstream slope would not significantly reduce damage to the breakwater gravel surfacing and geotextiles, so this option was not pursued further in the analysis.

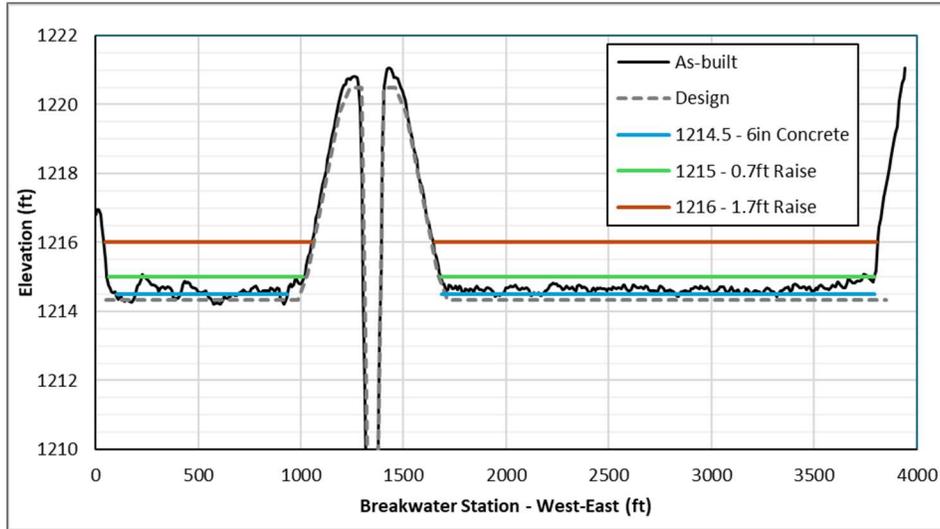


Figure 9: Pre-damage profile along the Breakwater with assessed raises

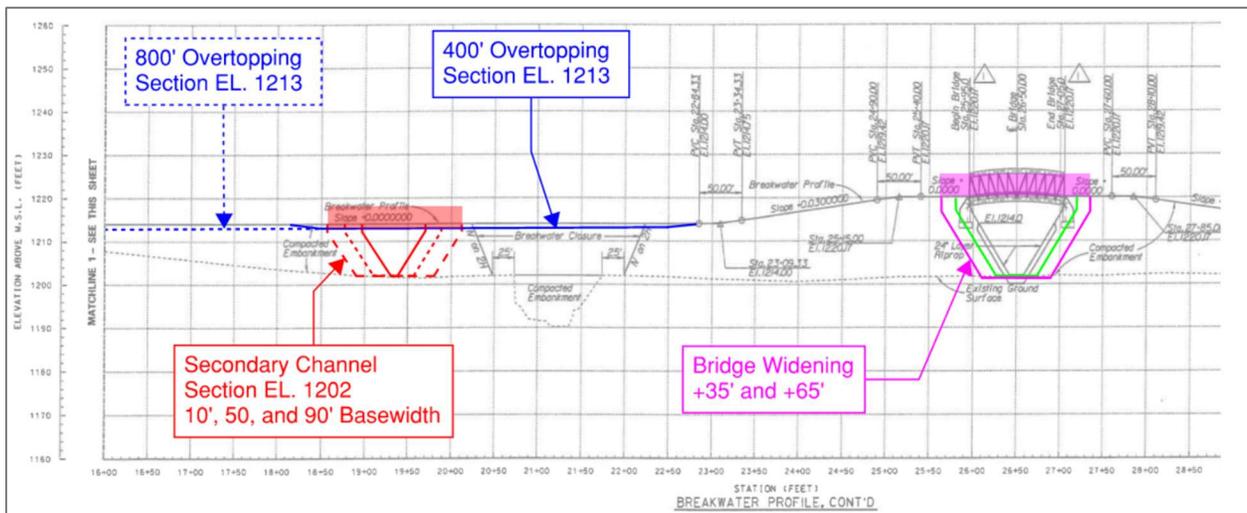


Figure 10: Breakwater as-built plans with assessed lowering and channel modifications

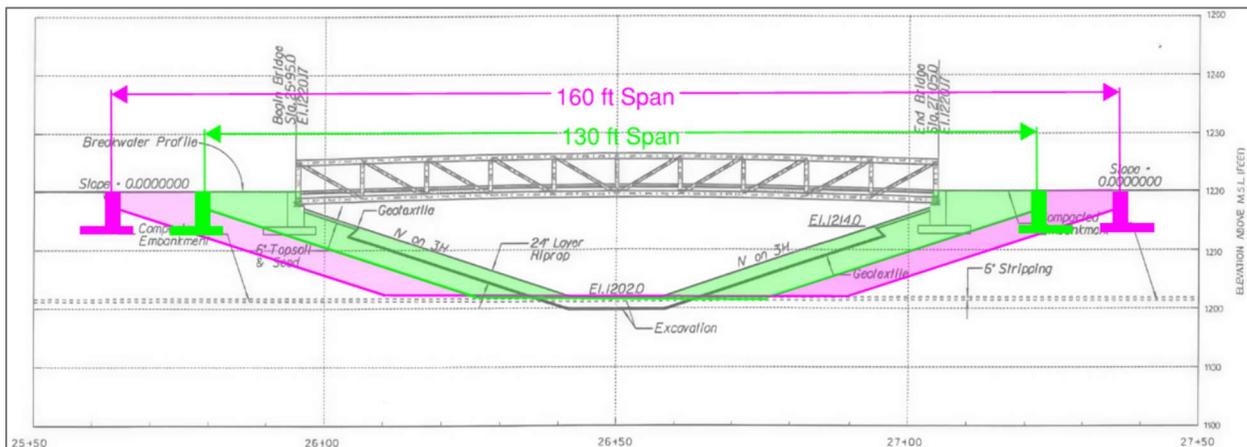


Figure 11: Breakwater as-built plans with channel modifications and bridge span requirements

25-Year: Breakwater Alternatives Summary							
Existing	Critical Depth [ft]			Overtopping Duration [hr]			
	0.9			8.1			
Alternatives	Critical Depth [ft]	Delta from Existing [ft]	% Difference	Overtopping Duration [hr]	Delta from Existing [hr]	% Difference	Rip Rap Required
1a Lower West Breakwater 1 ft for 400 ft	0.6	-0.27	-31%	6.6	-1.5	-19%	A/B
1b Lower West Breakwater 1 ft for 800 ft	0.4	-0.50	-58%	5.5	-2.6	-32%	A/B
2a Raise East and West Breakwater 1 ft	0.4	-0.50	-58%	4.8	-3.2	-40%	A
2b Raise East and West Breakwater 2 ft	0.0	No Overtopping	N/A	N/A	N/A	No Overtopping	A
3a New Channel: 10 ft base width	0.5	-0.39	-46%	5.3	-2.8	-35%	A
3b New Channel: 50 ft base width	0.0	-0.81	-95%	2.1	-6.0	-74%	A
3c New Channel: 90 ft base width	0.0	No Overtopping	N/A	N/A	N/A	No Overtopping	A
4a Widen Bridge: 50 ft base width	0.7	-0.14	-17%	6.8	-1.3	-15%	A
4b Widen Bridge: 80 ft base width	0.4	-0.44	-52%	4.8	-3.2	-40%	A
2a & 3a Raise East and West Breakwater 1 ft & New Channel 10 ft base width	0.0	No Overtopping	N/A	N/A	N/A	No Overtopping	A
2 & 3b Raise East and West Breakwater to 1214.5 ft & New Channel 50 ft Base Width	0.0	No Overtopping	N/A	N/A	N/A	No Overtopping	A

Figure 12: Changes to breakwater overtopping depth and duration for the 25-year event

50-Year: Breakwater Alternatives Summary							
Existing	Critical Depth [ft]			Overtopping Duration [hr]			
	1.2			2.00			
Alternatives	Critical Depth [ft]	Delta from Existing [ft]	% Difference	Overtopping Duration [hr]	Delta from Existing [hr]	% Difference	Rip Rap Required
1a Lower West Breakwater 1 ft for 400 ft	1.1	-0.10	-8%	1.83	-0.17	-8%	A/C
1b Lower West Breakwater 1 ft for 800 ft	1.0	-0.28	-23%	1.67	-0.33	-17%	A/C
2a Raise East and West Breakwater 1 ft	0.9	-0.29	-24%	2.75	0.75	37%	A
2b Raise East and West Breakwater 2 ft	0.4	-0.81	-65%	2.58	0.58	29%	A
3a New Channel: 10 ft base width	1.1	-0.10	-8%	1.75	-0.25	-13%	A
3b New Channel: 50 ft base width	1.0	-0.28	-23%	1.50	-0.50	-25%	A
3c New Channel: 90 ft base width	0.8	-0.48	-39%	1.17	-0.83	-42%	A
4a Widen Bridge: 50 ft base width	1.2	0.00	0%	1.83	-0.17	-8%	A
4b Widen Bridge: 80 ft base width	1.1	-0.13	-10%	1.67	-0.33	-17%	A
2a & 3a Raise East and West Breakwater 1 ft & New Channel 10 ft base width	0.7	-0.55	-44%	2.33	0.33	17%	A
2 & 3b Raise East and West Breakwater to 1214.5 ft & New Channel 50 ft Base Width	0.8	-0.46	-37%	1.58	-0.42	-21%	A

Figure 13: Changes to breakwater overtopping depth and duration for the 50-year event

100-Year: Breakwater Alternatives Summary							
Existing	Critical Depth [ft]			Overtopping Duration [hr]			
	1.5			1.5			
Alternatives	Critical Depth [ft]	Delta from Existing [ft]	% Difference	Overtopping Duration [hr]	Delta from Existing [hr]	% Difference	Rip Rap Required
1a Lower West Breakwater 1 ft for 400 ft	1.4	-0.11	-7%	1.4	-0.08	-6%	B/D
1b Lower West Breakwater 1 ft for 800 ft	1.2	-0.32	-21%	1.2	-0.25	-17%	A/C
2a Raise East and West Breakwater 1 ft	1.3	-0.22	-15%	1.6	0.08	6%	B
2b Raise East and West Breakwater 2 ft	1.0	-0.49	-32%	1.8	0.33	22%	A
3a New Channel: 10 ft base width	1.3	-0.21	-14%	1.1	-0.42	-28%	A
3b New Channel: 50 ft base width	1.0	-0.50	-33%	0.8	-0.67	-44%	A
3c New Channel: 90 ft base width	1.1	-0.44	-29%	0.8	-0.67	-44%	A
4a Widen Bridge: 50 ft base width	1.5	0.03	2%	1.4	-0.08	-6%	B
4b Widen Bridge: 80 ft base width	1.4	-0.11	-8%	1.2	-0.33	-22%	B
2a & 3a Raise East and West Breakwater 1 ft & New Channel 10 ft base width	1.0	-0.46	-31%	1.3	-0.25	-17%	A
2 & 3b Raise East and West Breakwater to 1214.5 ft & New Channel 50 ft Base Width	1.1	-0.43	-28%	1.0	-0.50	-33%	A

Figure 14: Changes to breakwater overtopping depth and duration for the 100-year event

### 3.3 ALTERNATIVE COSTS

A summary of the alternative cost estimates is presented in the following table, with detailed breakdowns of quantities and costs available in Appendix A.

Alternative	Description	Total Cost	LPNNRD Portion	Overtopping Depth Reduction		
				25-yr	50-yr	100-yr
0a	Repair	\$ 170,000	\$ 42,500	0%	0%	0%
0b	Repair w/ Concrete Trail	\$ 770,000	\$ 192,500	-30%	-20%	-10%
1a	Lower 400'	\$ 290,000	\$ 72,500	-31%	-8%	-7%
1b	Lower 800'	\$ 400,000	\$ 100,000	-58%	-23%	-21%
2a	Raise 1'	\$ 420,000	\$ 105,000	-58%	-24%	-15%
2b	Raise 2'	\$ 840,000	\$ 210,000	-100%	-65%	-32%
3a	New Channel 10'	\$ 510,000	\$ 127,500	-46%	-8%	-14%
3b	New Channel 50'	\$ 620,000	\$ 155,000	-95%	-23%	-33%
3c	New Channel 90'	\$ 730,000	\$ 182,500	-100%	-39%	-29%
4a	Widen Bridge +35'	\$ 660,000	\$ 165,000	-17%	0%	2%
4b	Widen Bridge +65'	\$ 760,000	\$ 190,000	-52%	-10%	-8%
2a & 3a	New Channel 10' & Raise 1'	\$ 640,000	\$ 160,000	-100%	-44%	-31%
0a & 3b	New Channel 50' & Concrete Trail	\$ 1,200,000	\$ 300,000	-100%	-37%	-28%

### 3.4 PREFERRED ALTERNATIVE

Any significant modification to this trail is likely to require USACE 408 approval since this is a federally funded project component. That consultation has begun. As a placeholder until USACE consultation can be conducted, the preferred alternative is 0b – Repair Breakwater as is and construct a hardened trail. The hardened (concrete) trail will improve safety on the trail and help to keep breakwater material in place during any overtopping events.

## 4 PRINCIPAL SPILLWAY JOINTS

A structural engineer from Houston Engineering conducted a detailed inspection of the principal spillway (PS) joints on March 4 and 12, 2025. The inspection was intended to assess the structural condition of the reinforced concrete box (RCB) joints and determine applicable repair and mitigation actions. This section outlines the findings and recommended alternatives.

### 4.1 STRUCTURE OVERVIEW

The principal spillway at Lake Wanahoo consists of a triple-barrel reinforced concrete box (RCB) culvert that serves as the primary outlet for the reservoir. Constructed in 2011, the structure measures 201 feet in length, with each barrel measuring 12 feet wide by 10 feet high. The upstream end of the spillway includes a labyrinth weir and wingwall transition designed to optimize hydraulic performance and manage approach flow conditions. At the downstream end, flow is discharged through a flip bucket with concrete sidewalls to dissipate energy and minimize erosion. The overall configuration is designed to safely convey flood events while providing structural durability and hydraulic efficiency.

Since the original construction of the principal spillway, maintenance has been performed on the joints of the reinforced concrete box (RCB) culvert. This maintenance primarily consisted of installing oakum rope at the bottom joint and extending approximately two feet up the sidewalls to help control seepage and joint

movement. Following the high flow event that occurred in 2024, a focused inspection was conducted to evaluate the current condition of the joints, determine whether the previous maintenance has remained effective, and identify any areas requiring additional repair. The inspection aimed to document joint conditions systematically and support planning for future maintenance or rehabilitation activities.

## 4.2 SUMMARY OF INSPECTION FINDINGS

The inspection focused on visual assessment of joint sealants, fillers, and evidence of structural or hydraulic distress throughout the three spillway barrels (Left, Middle, and Right). Key findings include:

- **Joint Sealant Failure:** Widespread loss or deterioration of caulk sealant across nearly all observed joints. This degradation was most prevalent along the bottom of the culverts and typically extended up to 24 inches along the sidewalls. In some isolated locations however, sealant failure was observed as high as 80 inches above the base.
- **Filler Degradation:** Oakum rope filler was frequently found to be in poor or moderate condition.
- **Joint Gaps:** Measured joint gaps ranged from 1" to 3.25", with typical values around 2–3 inches. Localized gouging was also observed, particularly at chamfer transitions and bottom elevations.
- **Minor Cracking:** Hairline to minor cracks were observed at several joint intersections, particularly at top elevations. While not structurally significant at this time, these cracks may provide pathways for water intrusion if left unsealed.
- **Signs of Moisture Migration:** Efflorescence was observed at various joints, primarily near the top and side elevations, indicating minor moisture seepage through failed sealant or filler. Iron staining, while not widespread, was notably present along the sidewalls of three joints within the right (west) barrel, suggesting localized and prolonged water movement in those specific areas.

A detailed summary of the inspection findings, including photo documentation and joint-by-joint observations, is provided in the Inspection Report included in Appendix B of this memorandum.

## 4.3 REPAIR/MITIGATION ALTERNATIVES

To address the observed deterioration of expansion joint components—including joint filler loss, failed caulking, and evidence of water migration—three primary repair alternatives were evaluated. Each alternative aims to restore the functionality of the joints, minimize seepage, and extend the service life of the spillway. All proposed solutions include removal of deteriorated joint filler and failed sealant prior to repair.

Table 3: Spillway joint repair alternatives

Repair Alternative	Description
PS1 - Oakum Rope with Polyurethane Sealant	Replace filler with oakum rope, apply polyurethane joint sealant
PS2 - Oakum Rope with Preformed Sealant	Replace filler with oakum rope, install preformed sealant strip or gasket
PS3 - Custom Mechanical Joint Repair	Install custom-fabricated mechanical joint system (rubber sleeve, stainless bands)
Additional Repairs – Water Intrusion Areas	Seal minor cracks, apply surface waterproofing treatments (concurrent with joint repair)

### **Alternative PS1 - Oakum Rope with Polyurethane Sealant**

**Description:** In this approach, degraded or missing joint filler is replaced with an oakum rope packing. The oakum, known for its swelling and conforming properties when exposed to moisture, is installed to fill the primary joint void. A polyurethane-based elastomeric joint sealant is then applied as a surface cap to provide a flexible, watertight barrier.

**Pros:**

- Adaptable to irregular or varying joint gaps
- Moderate cost
- Field-proven method compatible with existing construction
- Can accommodate moderate joint movement

**Cons:**

- Sealant requires periodic inspection and maintenance
- Less durable than mechanical alternatives in high-velocity or abrasive flow zones

### **Alternative PS2 - Oakum Rope with Preformed Sealant**

**Description:** Similar to Alternative PS1, unsuitable joint filler is replaced with oakum rope. Instead of a field-applied liquid sealant, a factory-manufactured preformed sealant (compression gasket or strip) is installed over the oakum to provide a watertight joint closure. This method offers improved durability where consistent joint dimensions allow.

**Pros:**

- Higher durability and reduced long-term maintenance
- Better resistance to abrasion

- More reliable seal in stable, uniform joint widths

**Cons:**

- Requires precise joint cleaning and consistent geometry for effective installation
- Less adaptable to irregular or gouged joint profiles

**Alternative PS3 - Custom Mechanical Joint Repair**

**Description:** This method involves removal of deteriorated joint materials and installation of a custom-fabricated mechanical joint repair system. These systems typically include a rubber sleeve and a stainless steel retaining bands.

**Pros:**

- Highest performance in terms of durability, leakage prevention, and structural reliability
- Appropriate for critical joints with significant deterioration or water intrusion
- Minimizes risk of future infiltration and freeze-thaw damage

**Cons:**

- Highest cost and complexity
- Requires specialized fabrication and installation
- Longer construction duration and potential access constraints

**Additional Repairs – Water Intrusion Areas**

Regardless of the joint repair alternative selected, it is recommended that adjacent areas showing signs of active water intrusion (e.g., iron staining, efflorescence, or seepage trails) be addressed concurrently. This may include sealing minor cracks or applying surface treatments (e.g., crystalline waterproofing) to mitigate future infiltration risks.

**4.4 ALTERNATIVES COSTS**

Table 4: Spillway joint repair alternatives

Repair Alternative	Estimated Cost (USD)	LPNNRD Portion
PS1 - Oakum Rope with Polyurethane Sealant	\$44,000	\$11,000
PS2 - Oakum Rope with Preformed Sealant	\$57,000	\$14,250
PS3 - Custom Mechanical Joint Repair	\$220,000	\$55,000
Additional Repairs – Water Intrusion Areas	\$11,000*	\$2,750

\*Estimated as 25% of the cost of PS1

## 4.5 RECOMMENDED ALTERNATIVE

Given the widespread sealant failure and moderate filler degradation, it is recommended that joint repairs be supplemented with mitigation actions in order to reduce future repetitive damages. Based on cost, performance, and adaptability to field conditions:

Mechanical joint repair systems offer the highest level of performance, the potential for longer maintenance intervals and the best reduction against future repetitive loss. However, from a performance perspective, they are less effective higher up on the spillway walls due to infrequent water levels, the lack or reduction of scouring sediment higher in the spillway and lower flow velocities across the joints. A hybrid repair/mitigation strategy is therefore proposed that offers an effective use of materials. The bottom and lower portion (half way up the spillway wall) of the spillway will be repaired with a mitigation alternative to incorporate a mechanical repair system. The remaining upper portion would be repaired using the Oakum rope joint filler.

## 5 PRINCIPAL SPILLWAY OUTLET

### 5.1 DESCRIPTION OF DAMAGE

Multiple inspections of the principal spillway stilling basin were conducted after the May 2024 flood event. The first inspections occurred immediately following the cessation of outflows from the lake. Both the initial and later inspections determined that the riprap in the stilling basin remained in place and continued to provide scour protection. The concrete apron was observed to contain rock and aggregate deposits, attributed to material scoured and transported by the recirculation of flows from the channel across the overbank areas and returning into the impact apron. Figure 15 shows the locations key components of the principal spillway outlet and Figure 16 shows the location of damage identified during these inspections.



Figure 15: Principal Spillway Outlet Components

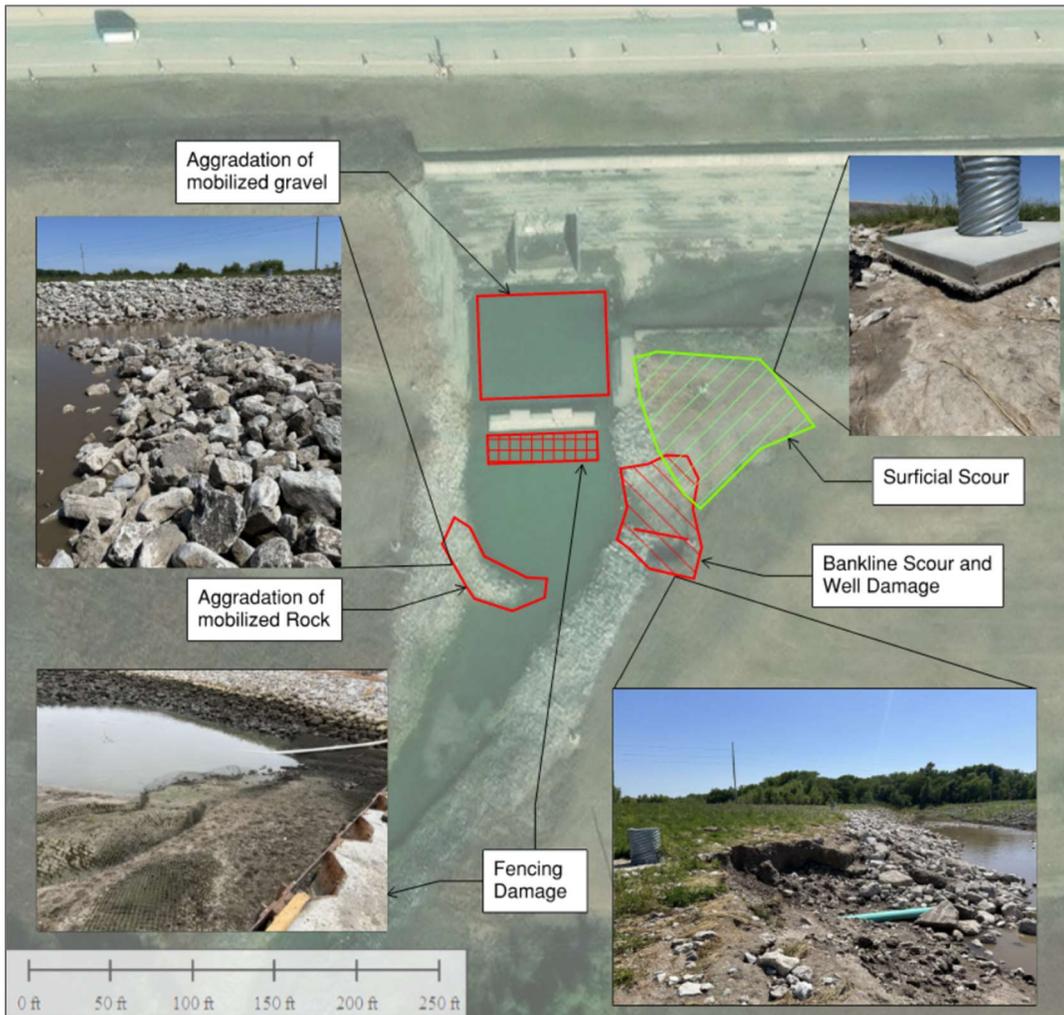


Figure 16: Damage to the Principal Spillway Outlet

## 5.2 ALTERNATIVES ANALYSIS

### 5.2.1 CFD MODELING OF EXISTING CONDITIONS

Computational Fluid Dynamics (CFD) modeling using Flow3D Hydro was applied to assess the principal spillway outlet and the downstream outlet channel. The flip bucket flow trajectory and flow bulking at the apron terminus' baffles demonstrates complex hydraulics that cannot be fully captured by 1D or 2D hydraulic models, requiring the use of a 3D model for more detailed hydraulic analysis. Renderings of the modeled hydraulic conditions for the May 2024 PS discharge and downstream tailwater are reflected in the following figures.

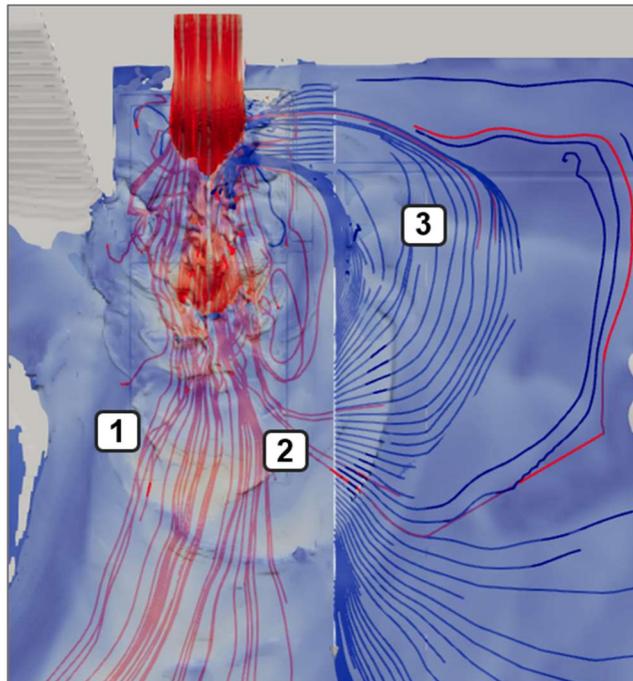


Figure 17: CFD rendering of PS outlet flow velocity and flow traces. At location 1 riprap shifted to the right side of the outlet of the stilling basin due to “rollers” downstream of the dragon’s teeth. At location 2, flow exiting the stilling basin with erosive velocities at the damaged bank line. At location 3 flow circulation back into the apron scours the downstream overbank.

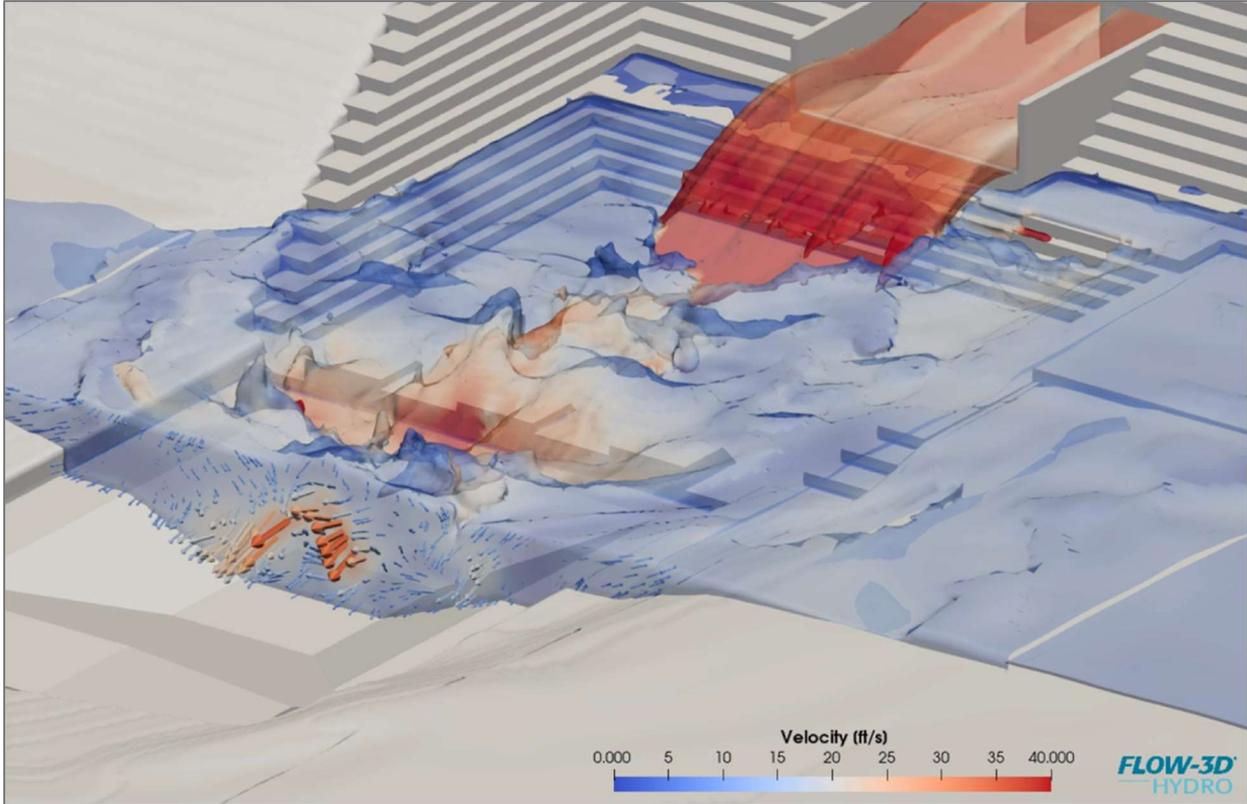


Figure 18: Transverse section view of CFD rendering of PS outlet flow velocity

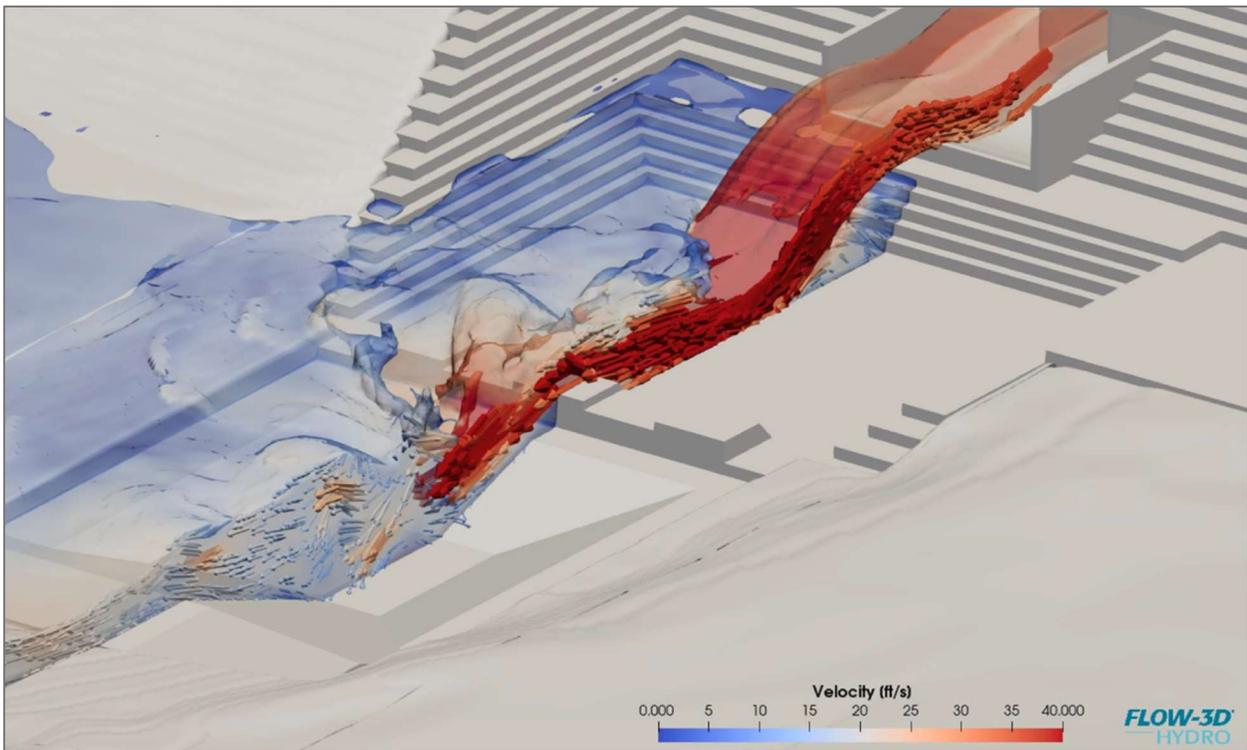


Figure 19: Longitudinal section view of CFD rendering of PS outlet flow velocity

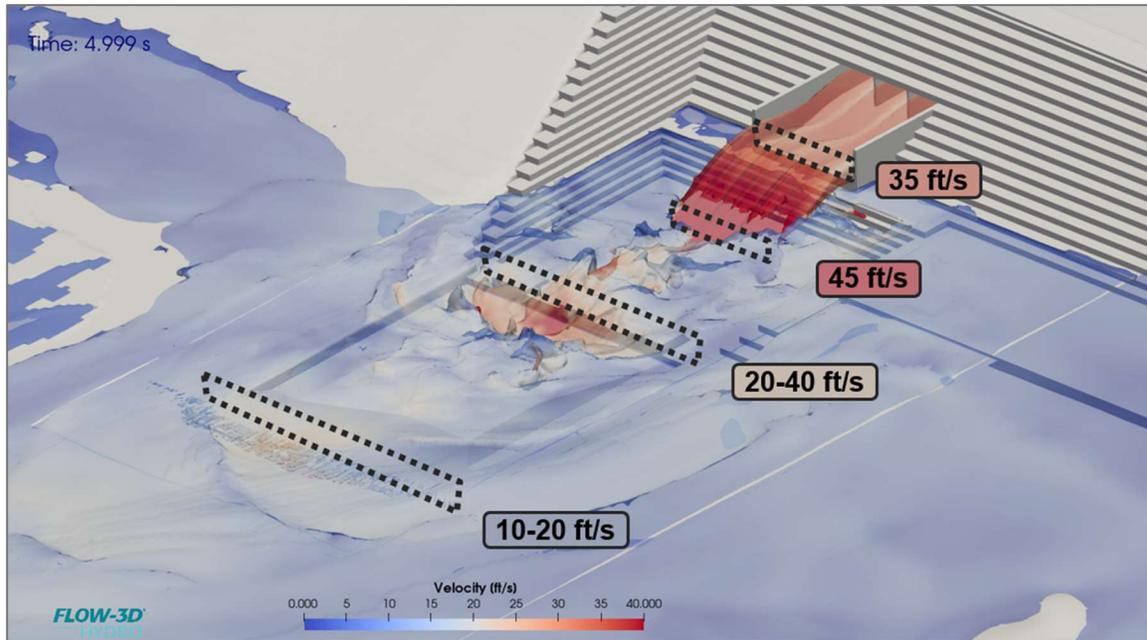


Figure 20: Longitudinal section view of CFD rendering of PS outlet flow velocity

## 5.2.2 CFD MODELING OF DOWNSTREAM MODIFICATION ALTERNATIVES

The CFD modeling terrain was adjusted to evaluate three downstream (DS) alternatives: widening the outlet channel, lowering the overbank, and constructing a berm on the left bank.

**Alternative DS1:** Widening the channel targets observed asymmetrical erosion and deposition by expanding the east side where damage occurred, allowing high-energy flows to move further downstream before affecting the bank. This scenario expands the channel's bottom width and sets back the left bank, with both the base and bank protected by riprap and an underdrain reverse filter foundation.

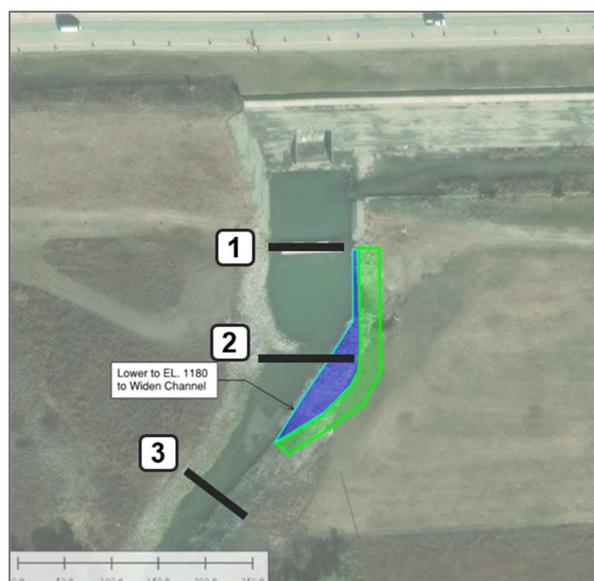


Figure 21: DS1 Concept

**Alternative DS2:** This scenario involves lowering the overbank area to address overbank scour resulting from recirculating flows. The modification is intended to increase the overbank capacity for recirculation, facilitating more efficient flow exit and reentry into the channel. In this case, the floodplain elevation is adjusted to match the elevation of the end sill of the stepped spillway, and the excavated area is covered with a turf reinforcement mat.



Figure 22: DS2 Concept

**Alternative DS3:** In this scenario, the overbank area is raised to address overbank scour caused by recirculating flows. Unlike Alternative DS2, this approach is designed to reduce the efficiency of flow exchange between the channel and the overbank. Here, the floodplain elevation is increased by 2-3 feet to partially confine 100-year flows within the channel. A berm is placed along the outlet channel and covered with a turf reinforcement mat.

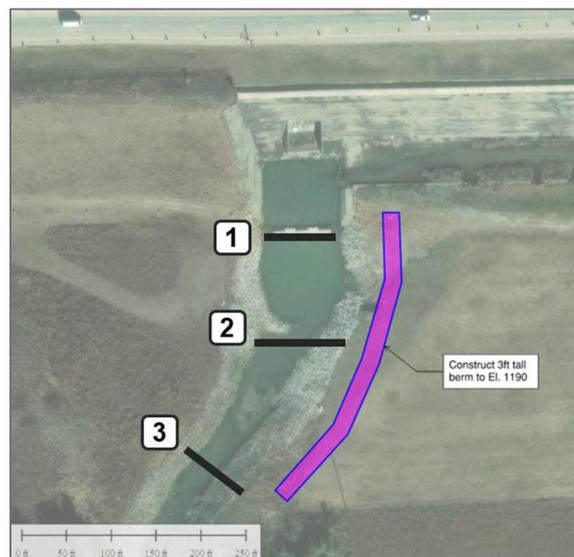


Figure 23: DS3 Concept

Flow velocities for the existing conditions and for the 3 alternatives are summarized in Table 5 at three cross sections shown on the alternative concept graphics. DS1 demonstrated a desirable reduction in velocity at the end of the riprap stilling basin. In contrast, DS2 exhibited increased velocity there, suggesting reduced energy dissipation and higher scour potential. DS3 showed generally lower velocities in both apron and riprap basins, indicating improved energy dissipation; however, elevated velocities at the outlet channel suggest further analysis is needed to address possible downstream impacts.

Table 5: CFD Modeled Velocities in the Principal Spillway Outlet

Downstream Modification	Section 1 Mean Velocity (ft/s)	Section 2 Mean Velocity (ft/s)	Section 3 Mean Velocity (ft/s)
DS0 - Existing	19.5	10.7	8.0
DS1 - Channel Widening	20.5	8.6	8.6
DS2 - Channel Benching	20	13.5	8.4
DS3 – Left Bank Berm	17	9.6	10.7

### 5.3 ALTERNATIVE COSTS

Table 6: Downstream Alternative 1 (DS1) – Channel Widening

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 28,300.00	\$ 28,300.00	\$ 7,075.00
2	EXCAVATION	CY	2279	\$ 18.00	\$ 41,022.00	\$ 10,255.50
3	REMOVE AND REPLACE RIPRAP	TN	1241	\$ 30.00	\$ 37,243.80	\$ 9,310.95
4	TYPE C RIPRAP	TN	1241	\$ 120.00	\$ 148,975.20	\$ 37,243.80
6	GEOTEXTILE FILTER FABRIC	SY	1839	\$ 2.25	\$ 4,138.20	\$ 1,034.55
7	CRUSHED ROCK BEDDING	TN	858	\$ 60.00	\$ 51,497.60	\$ 12,874.40
<b>Sub-Total</b>					<b>\$ 311,176.80</b>	<b>\$ 77,794.20</b>
<b>Contingency @ 30%</b>					<b>\$ 93,353.04</b>	<b>\$ 23,338.26</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 404,529.84</b>	<b>\$ 101,132.46</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 60,679.48</b>	<b>\$ 15,169.87</b>
<b>Total</b>					<b>\$ 465,209.32</b>	<b>\$ 116,302.33</b>

Table 7: Downstream Alternative 2 (DS2) – Channel Benching

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 11,300.00	\$ 11,300.00	\$ 2,825.00
2	EXCAVATION	CY	1755	\$ 18.00	\$ 31,590.00	\$ 7,897.50
3	REMOVE AND REPLACE RIPRAP	TN	450	\$ 30.00	\$ 13,500.00	\$ 3,375.00
4	TURF REINFORCEMENT MAT	SY	3388	\$ 20.00	\$ 67,760.00	\$ 16,940.00
<b>Sub-Total</b>					<b>\$ 124,150.00</b>	<b>\$ 31,037.50</b>
<b>Contingency @ 30%</b>					<b>\$ 37,245.00</b>	<b>\$ 9,311.25</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 161,395.00</b>	<b>\$ 40,348.75</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 24,209.25</b>	<b>\$ 6,052.31</b>
<b>Total</b>					<b>\$ 185,604.25</b>	<b>\$ 46,401.06</b>

Table 8: Downstream Alternative 3 (DS3) – Leftbank Berm

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 7,900.00	\$ 7,900.00	\$ 1,975.00
2	FILL	CY	1480	\$ 18.00	\$ 26,640.00	\$ 6,660.00
3	REMOVE AND REPLACE RIPRAP	TN	450	\$ 30.00	\$ 13,500.00	\$ 3,375.00
4	TURF REINFORCEMENT MAT	SY	1936	\$ 20.00	\$ 38,720.00	\$ 9,680.00
<b>Sub-Total</b>					<b>\$ 86,760.00</b>	<b>\$ 21,690.00</b>
<b>Contingency @ 30%</b>					<b>\$ 26,028.00</b>	<b>\$ 6,507.00</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 112,788.00</b>	<b>\$ 28,197.00</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 16,918.20</b>	<b>\$ 4,229.55</b>
<b>Total</b>					<b>\$ 129,706.20</b>	<b>\$ 32,426.55</b>

Table 9: Downstream Alternative 1 & 3 (DS1&3) – Channel Widening and Leftbank Berm

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 50,600.00	\$ 50,600.00	\$ 12,650.00
2	EXCAVATION	CY	2279	\$ 18.00	\$ 41,022.00	\$ 10,255.50
3	REMOVE AND REPLACE RIPRAP	TN	1691	\$ 30.00	\$ 50,743.80	\$ 12,685.95
4	FILL	CY	1480	\$ 18.00	\$ 26,640.00	\$ 6,660.00
5	TYPE C RIPRAP	TN	1241	\$ 120.00	\$ 148,975.20	\$ 37,243.80
6	TYPE "D" RIPRAP	TN	600	\$ 140.00	\$ 84,000.00	\$ 21,000.00
7	GEOTEXTILE FILTER FABRIC	SY	1839	\$ 2.25	\$ 4,138.20	\$ 1,034.55
8	CRUSHED ROCK BEDDING	TN	858	\$ 60.00	\$ 51,497.60	\$ 12,874.40
9	TURF REINFORCEMENT MAT	SY	1936	\$ 20.00	\$ 38,720.00	\$ 9,680.00
10	FENCING REPAIR	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 15,000.00
<b>Sub-Total</b>					<b>\$ 556,336.80</b>	<b>\$ 139,084.20</b>
<b>Contingency @ 30%</b>					<b>\$ 166,901.04</b>	<b>\$ 41,725.26</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 723,237.84</b>	<b>\$ 180,809.46</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 108,485.68</b>	<b>\$ 27,121.42</b>
<b>Total</b>					<b>\$ 831,723.52</b>	<b>\$ 207,930.88</b>

## 5.4 RECOMMENDED ALTERNATIVE

Mitigation of overbank scour damage and asymmetrical scour in the downstream channel can be effectively achieved by implementing a combined approach utilizing both DS1 and DS3 alternatives. Further analysis of this recommendation should involve an assessment of downstream impacts, as well as an evaluation of the modifications' performance under both principal and auxiliary spillway flow conditions.

In addition to the planned grading, it is our recommendation that with further refined CFD modeling analysis, velocity values are assessed and the potential to add larger sized riprap (likely quartzite from South Dakota) to the stilling basin area (likely for some stretch adjacent to the apron baffles until velocities subside). Because this analysis was not completed yet, a placeholder for additional costs related to increasing the riprap size for a portion of the basin has been added to the cost summary table.

Also included in recommended improvements is to replace the chain link fencing with a heartier solution. While the chain link successfully helped to protect the underlying HDPE gabion baskets, the anchoring system for the chain link did not sufficiently protect the chain link against long-lasting turbulence and likely small to medium sized rock that was being carried with the discharge flows. It is recommended to replace

the chain link with a sturdier hog panel or even a welded small-diameter grid of steel reinforcement. A placeholder for additional costs for this improvement is included in the cost of the preferred alternative.

## 6 MILE 3 TRAIL

### 6.1 DESCRIPTION OF DAMAGE

The Mile 3 Trail was designed to provide access to the overflow weir that helps regulate flows to encourage a broad deposition area and create the wetland areas in Mile 3. The trail is shown in the Figure 24 and is approximately 3500 LF in total. When flows exceed the capacity of the overflow weir, the trail is then overtopped fairly uniformly due to its relatively flat grade. Despite rock that exists on the downstream side of the trail in some locations, the trail was not designed for significant (depth or duration) overtopping events. When overtopping occurs, scour occurs on the downstream side of the trail and is undermining the trail.

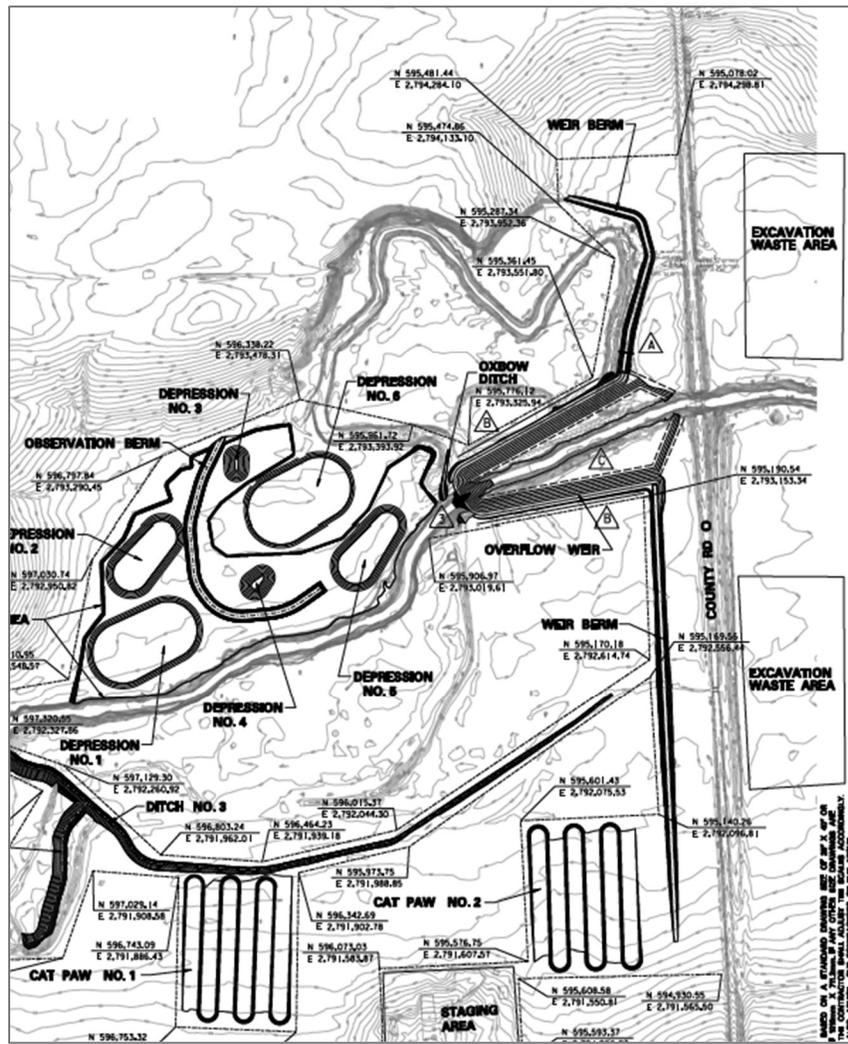


Figure 24: Mile 3 Trail

## 6.2 ALTERNATIVES ANALYSIS

An extensive alternatives analysis was not performed, but it was discussed to consider raising the trail and creating designed (frequent) overflow areas. Dredging the upstream side of the trail was also discussed. Any significant modification to this trail is likely to require USACE 408 approval since this is a federally funded project component. That consultation has begun.

## 6.3 ALTERNATIVES COSTS

Table 10: Mile 3 Alternative 1 (M1) – Raised Berm

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Dredging of Existing Materials	CY	10000	\$ 14.00	\$ 140,000.00	\$ 35,000.00
2	Fill Prep and Placement	CY	10000	\$ 8.00	\$ 80,000.00	\$ 20,000.00
3	Riprap Salvaging/Placement	TN	1000	\$ 20.00	\$ 20,000.00	\$ 5,000.00
4	New surfacing	SY	4000	\$ 30.00	\$ 120,000.00	\$ 30,000.00
5	Incidentals	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 37,500.00
<b>Sub-Total</b>					<b>\$ 510,000.00</b>	<b>\$127,500.00</b>
<b>Contingency @ 30%</b>					<b>\$ 153,000.00</b>	<b>\$ 38,250.00</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 663,000.00</b>	<b>\$165,750.00</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 99,450.00</b>	<b>\$ 24,862.50</b>
<b>Total</b>					<b>\$ 762,450.00</b>	<b>\$190,612.50</b>

Table 11: Mile 3 Alternative 2 (M2) – Widened Trail, Preferred Alternative

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Riprap Salvaging/Placement	TN	1000	\$ 20.00	\$ 20,000.00	\$ 5,000.00
2	New surfacing	SY	4000	\$ 30.00	\$ 120,000.00	\$ 30,000.00
3	Incidentals	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 12,500.00
<b>Sub-Total</b>					<b>\$ 190,000.00</b>	<b>\$ 47,500.00</b>
<b>Contingency @ 30%</b>					<b>\$ 57,000.00</b>	<b>\$ 14,250.00</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 247,000.00</b>	<b>\$ 61,750.00</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 37,050.00</b>	<b>\$ 9,262.50</b>
<b>Total</b>					<b>\$ 284,050.00</b>	<b>\$ 71,012.50</b>

## 6.4 PREFERRED ALTERNATIVE

The placeholder preferred alternative is to simply widen the surface of the trail and re-surface the trail. In doing so, the existing surfacing will be broken down and used as sub-surface material and a new surface will be constructed. Minor grading and rock placement will occur to prevent damage from overtopping in future events.

## 7 FEMA IDENTIFIED REPAIRS

### 7.1 FEMA IDENTIFIED REPAIRS

The following sites and extents of required repair work have been identified during the initial FEMA damage inspections.



Figure 25: FEMA Damage Inspection

Table 12: FEMA Damage Inspection

Site Number	Location	Description	Latitude	Longitude	Dimensions
Site 01	South of Dam	Rip Rap	41.23424	-96.61165	90ft x 30ft x 2.5ft
		Embankment Fill			90ft x 30ft x 10ft
		Embankment Fill			260ft x 37ft x 2ft
		Unclassified Fill			82ft x 165ft x 2ft
		Caulking for Conduits			10' x 12' conduit x 120 LF
Site 02	Breakwater	Resurfacing Completed			
Site 03	East Side Trails	Wooden Bridge	41.24832	-96.60324	99ft x 6ft (x 40ft)
Site 04	Boat Ramp Jetty	Gravel	41.24801	-96.61745	196ft x 12ft x 1in
Site 05	RV Camping Area Jetty	Gravel	41.24476	-96.61686	260ft x 12ft x 1in
Site 06	West Side Fishing Jetty 1	Gravel	41.23992	-96.61651	415ft x 12ft x 1in
Site 07	West Side Fishing Jetty 2	Gravel	41.23737	-96.61664	256ft x 14ft x 1in
		Rip Rap			7ft x 12ft x 1ft
Site 08	Sand Creek Culvert	CMP Culvert	41.26429	-96.61412	4ft Diameter x 40 LF
		Unclassified Fill			125ft x 14ft x 1ft
Site 09	Sand Creek Barrier	Large Rock	41.26594	-96.61545	65ft x 35ft x 8ft
Site 10	Pork Chop Island	Docks	41.25386	-96.61144	8 x 36in x 48in
Site 11	East Fishing Jetty 1	Gravel	41.24106	-96.60632	45ft x 10ft x 1in
		Rip Rap			30ft x 12ft x 1ft
Site 12	East Fishing Jetty 2	Gravel	41.23801	-96.60504	306ft x 12ft x 1in
		Rip Rap			30ft x 12ft x 1ft
Site 13	East Fishing Jetty 3	Gravel	41.24321	-96.6083	215xft x 16ft x 1in

## 7.2 IDENTIFIED REPAIR COST

Table 13: FEMA Damage Inspection Repair Cost, without Site 2 and trail damage

Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 31,600.00	\$ 31,600.00	\$ 7,900.00
2	CRUSHED ROCK SURFACING	TN	56	\$ 60.00	\$ 3,360.00	\$ 840.00
3	TYPE B RIPRAP	TN	304	\$ 130.00	\$ 39,520.00	\$ 9,880.00
4	TYPE C RIPRAP	TN	618	\$ 130.00	\$ 80,340.00	\$ 20,085.00
5	EMBANKMENT FILL	CY	1713	\$ 18.00	\$ 30,826.80	\$ 7,706.70
6	UNCLASSIFIED FILL	CY	1067	\$ 12.00	\$ 12,804.00	\$ 3,201.00
7	WOODEN BRIDGE	SF	600	\$ 200.00	\$ 120,000.00	\$ 30,000.00
8	DOCKS	SF	96	\$ 160.00	\$ 15,360.00	\$ 3,840.00
9	CMP CULVERT	LF	40	\$ 325.00	\$ 13,000.00	\$ 3,250.00
				<b>Sub-Total</b>	<b>\$ 346,810.80</b>	<b>\$ 86,702.70</b>
				<b>Contingency @ 30%</b>	<b>\$ 104,043.24</b>	<b>\$ 26,010.81</b>
				<b>Opinion of Probable Construction Cost</b>	<b>\$ 450,854.04</b>	<b>\$ 112,713.51</b>
				<b>Engineering, Planning and Permitting @ 15%</b>	<b>\$ 67,628.11</b>	<b>\$ 16,907.03</b>
				<b>Total</b>	<b>\$ 518,482.15</b>	<b>\$ 129,620.54</b>

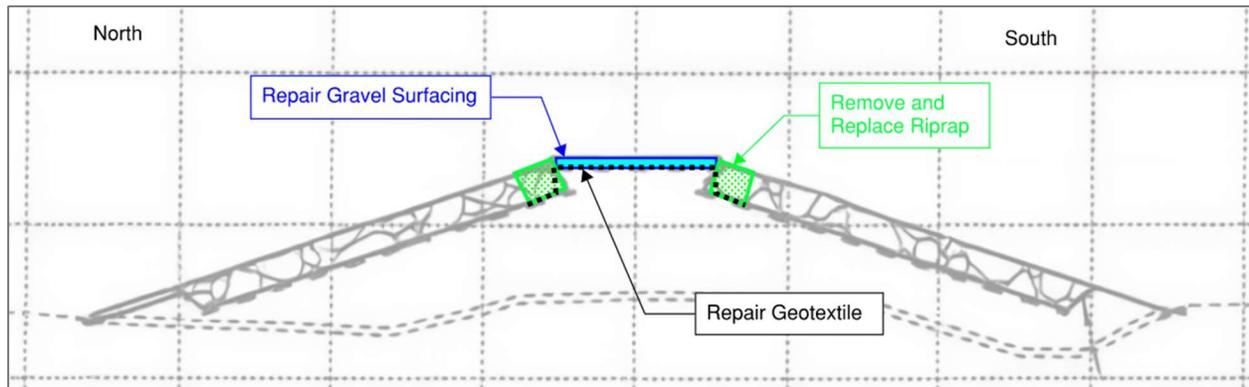
## 7.3 RECOMMENDED REPAIRS

The identified repairs from the FEMA damage inspection can be completed in advance of the obligation of funding for mitigation work. The following repairs may be completed at the NRD's discretion while additional coordination takes place for other repair and mitigation components.

- The trail across the dam and on the east shore requires some minor grading and gravel surfacing. This project was identified during the initial damage assessment with FEMA, but was not measured at the time. A quote from a local contractor for this work was received and is **\$470,358.30** and includes fixes to the breakwater and jetties as well. The trails portion of this work is **\$347,949.14**.
- The wooden trail bridge on the east shore was damaged and is now misaligned, creating a hazard for cyclists and pedestrians. This project was identified in the initial damage assessment (Site 03) and the repair cost was estimated at **\$118,800.00**. To clarify, this cost was not included in the original contractor's quote above.
- The fishing jetties repair work needed was identified in the initial damage assessment (Site 04-07, 10-13) and creates a public safety hazard. The initial cost estimate for this work totaled **\$22,564.14** and was included in the original quote referenced above.
- The breakwater repair project has already been completed, and the repair cost was **\$99,845.02** and this cost was also included in the original contractor's quote above.

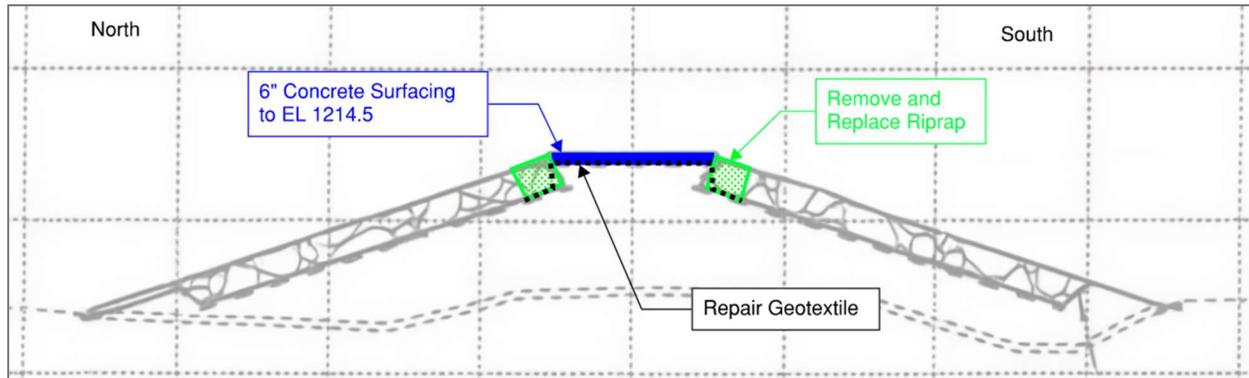
## APPENDIX A – BREAKWATER ALTERNATIVES

Alternative 0a



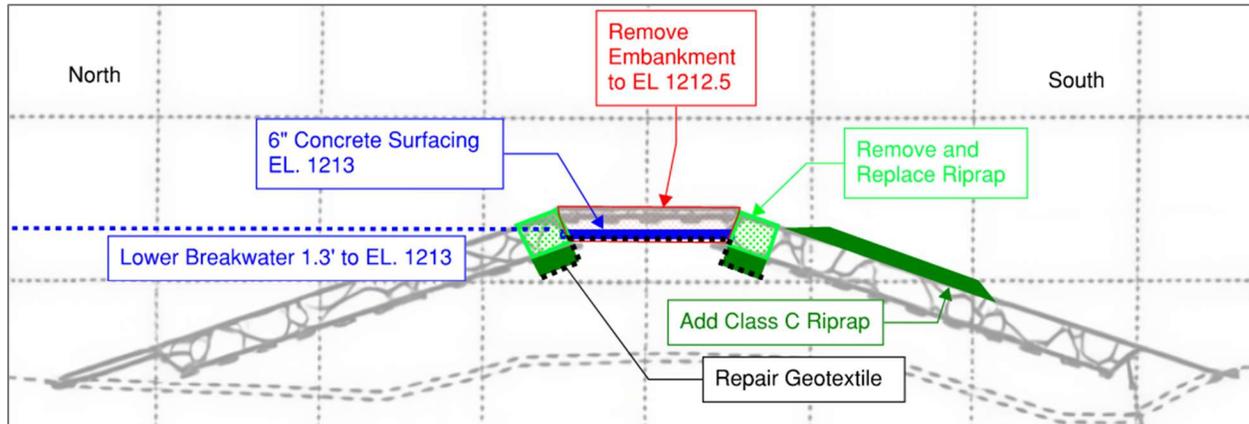
Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 10,200.00	\$ 10,200.00	\$ 2,550.00
2	REMOVE AND REPLACE RIPRAP	TN	1306	\$ 30.00	\$ 39,168.00	\$ 9,792.00
3	TYPE B RIPRAP	TN	131	\$ 120.00	\$ 15,667.20	\$ 3,916.80
4	GEOTEXTILE FILTER FABRIC	SY	7253	\$ 2.25	\$ 16,320.00	\$ 4,080.00
5	CRUSHED ROCK SURFACING	TN	508	\$ 60.00	\$ 30,464.00	\$ 7,616.00
<b>Sub-Total</b>					<b>\$ 111,819.20</b>	<b>\$27,954.80</b>
Contingency @ 30%					\$ 33,545.76	\$ 8,386.44
<b>Opinion of Probable Construction Cost</b>					<b>\$ 145,364.96</b>	<b>\$36,341.24</b>
Engineering, Planning and Permitting @ 15%					\$ 21,804.74	\$ 5,451.19
<b>Total</b>					<b>\$ 167,169.70</b>	<b>\$41,792.43</b>

Alternative 0b



Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 46,300.00	\$ 46,300.00	\$ 11,575.00
2	REMOVE AND REPLACE RIPRAP	TN	1306	\$ 30.00	\$ 39,168.00	\$ 9,792.00
3	TYPE B RIPRAP	TN	131	\$ 120.00	\$ 15,667.20	\$ 3,916.80
4	GEOTEXTILE FILTER FABRIC	SY	7253	\$ 2.25	\$ 16,320.00	\$ 4,080.00
5	6" CONCRETE TRAIL	SF	39168	\$ 10.00	\$ 391,680.00	\$ 97,920.00
<b>Sub-Total</b>					<b>\$ 509,135.20</b>	<b>\$127,283.80</b>
Contingency @ 30%					\$ 152,740.56	\$ 38,185.14
<b>Opinion of Probable Construction Cost</b>					<b>\$ 661,875.76</b>	<b>\$165,468.94</b>
Engineering, Planning and Permitting @ 15%					\$ 99,281.36	\$ 24,820.34
<b>Total</b>					<b>\$ 761,157.12</b>	<b>\$190,289.28</b>

Alternative 1a

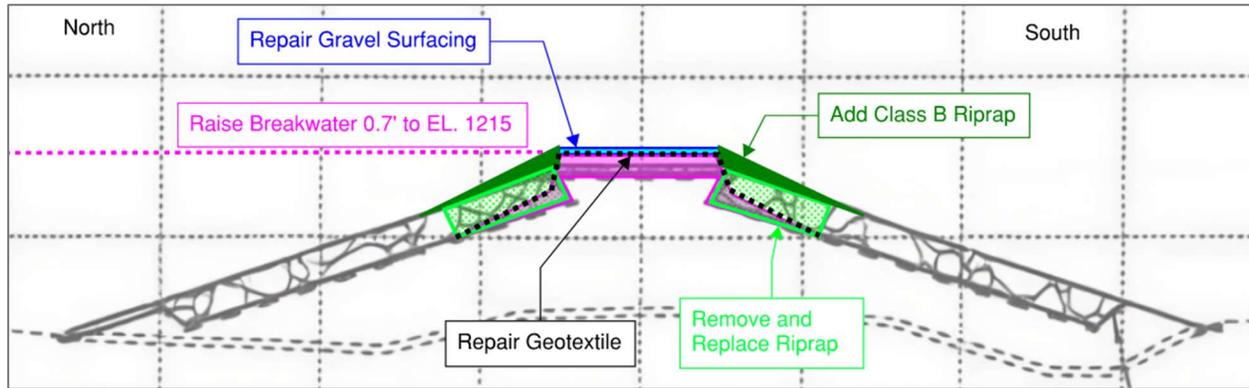


Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 17,200.00	\$ 17,200.00	\$ 4,300.00
2	EXCAVATION	CY	178	\$ 10.00	\$ 1,777.78	\$ 444.44
3	REMOVE AND REPLACE RIPRAP	TN	1306	\$ 30.00	\$ 39,168.00	\$ 9,792.00
4	TYPE B RIPRAP	TN	115	\$ 120.00	\$ 13,747.20	\$ 3,436.80
5	TYPE C RIPRAP	TN	216	\$ 120.00	\$ 25,920.00	\$ 6,480.00
6	GEOTEXTILE FILTER FABRIC	SY	7253	\$ 2.25	\$ 16,320.00	\$ 4,080.00
7	6" CONCRETE TRAIL	SF	4800	\$ 10.00	\$ 48,000.00	\$12,000.00
8	CRUSHED ROCK SURFACING	TN	446	\$ 60.00	\$ 26,730.67	\$ 6,682.67
<b>Sub-Total</b>					\$ 188,863.64	\$47,215.91
Contingency @ 30%					\$ 56,659.09	\$14,164.77
<b>Opinion of Probable Construction Cost</b>					<b>\$ 245,522.74</b>	<b>\$61,380.68</b>
Engineering, Planning and Permitting @ 15%					\$ 36,828.41	\$ 9,207.10
<b>Total</b>					<b>\$ 282,351.15</b>	<b>\$70,587.79</b>

Alternative 1b

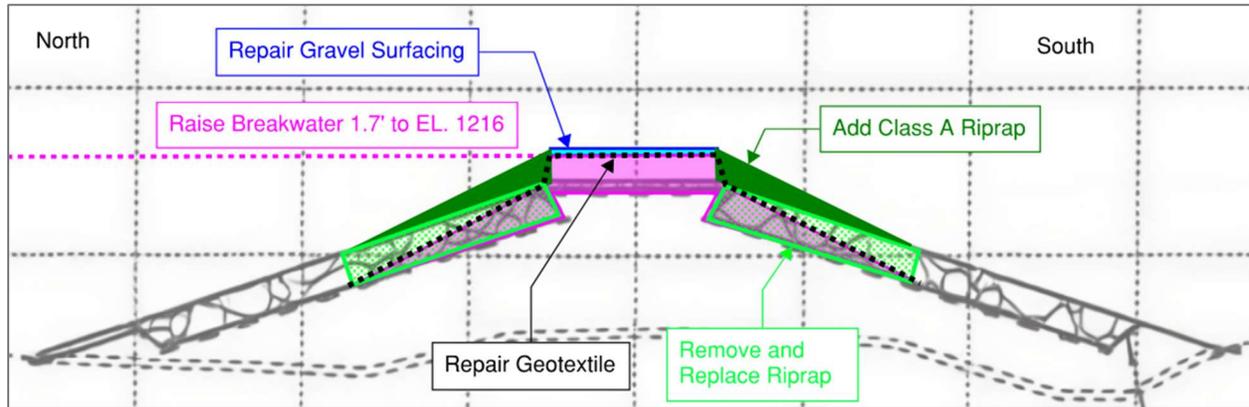
Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 24,200.00	\$ 24,200.00	\$ 6,050.00
2	EXCAVATION	CY	356	\$ 10.00	\$ 3,555.56	\$ 888.89
3	REMOVE AND REPLACE RIPRAP	TN	1306	\$ 30.00	\$ 39,168.00	\$ 9,792.00
4	TYPE B RIPRAP	TN	99	\$ 120.00	\$ 11,827.20	\$ 2,956.80
5	TYPE C RIPRAP	TN	432	\$ 120.00	\$ 51,840.00	\$12,960.00
6	GEOTEXTILE FILTER FABRIC	SY	7253	\$ 2.25	\$ 16,320.00	\$ 4,080.00
7	6" CONCRETE TRAIL	SF	9600	\$ 10.00	\$ 96,000.00	\$24,000.00
8	CRUSHED ROCK SURFACING	TN	383	\$ 60.00	\$ 22,997.33	\$ 5,749.33
<b>Sub-Total</b>					\$ 265,908.09	\$66,477.02
Contingency @ 30%					\$ 79,772.43	\$19,943.11
<b>Opinion of Probable Construction Cost</b>					<b>\$ 345,680.52</b>	<b>\$86,420.13</b>
Engineering, Planning and Permitting @ 15%					\$ 51,852.08	\$12,963.02
<b>Total</b>					<b>\$ 397,532.59</b>	<b>\$99,383.15</b>

Alternative 2a



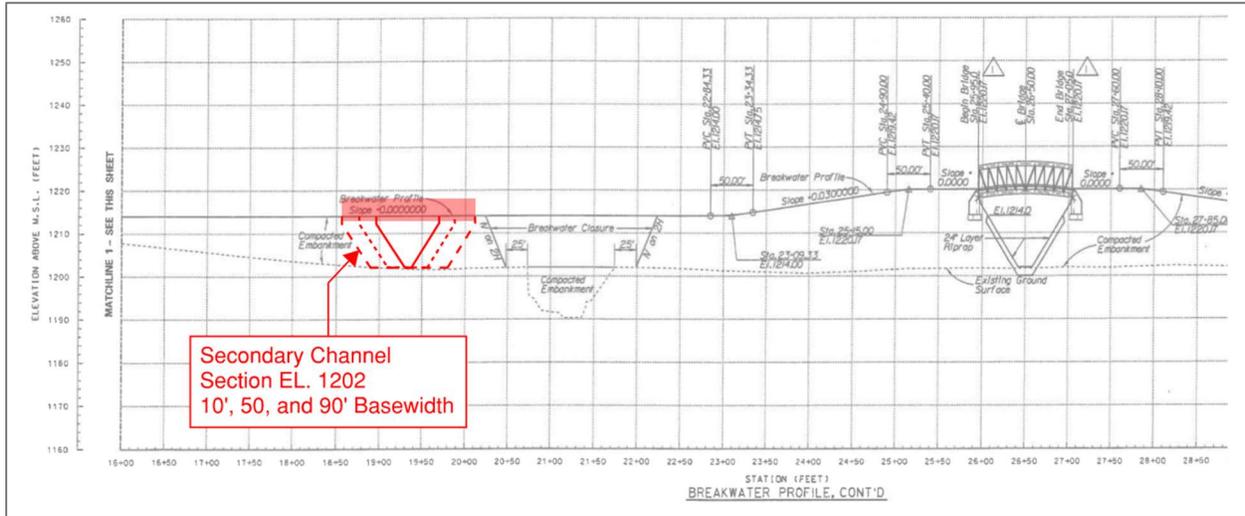
Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 6,250.00
2	REMOVE AND REPLACE RIPRAP	TN	3746	\$ 30.00	\$ 112,392.00	\$ 28,098.00
3	EMBANKMENT	CY	2081	\$ 20.00	\$ 41,626.67	\$ 10,406.67
4	TYPE B RIPRAP	TN	375	\$ 120.00	\$ 44,956.80	\$ 11,239.20
5	GEOTEXTILE FILTER FABRIC	SY	9713	\$ 2.25	\$ 21,854.00	\$ 5,463.50
6	CRUSHED ROCK SURFACING	TN	486	\$ 60.00	\$ 29,138.67	\$ 7,284.67
<b>Sub-Total</b>					<b>\$ 274,968.13</b>	<b>\$ 68,742.03</b>
<b>Contingency @ 30%</b>					<b>\$ 82,490.44</b>	<b>\$ 20,622.61</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 357,458.57</b>	<b>\$ 89,364.64</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 53,618.79</b>	<b>\$ 13,404.70</b>
<b>Total</b>					<b>\$ 411,077.36</b>	<b>\$102,769.34</b>

Alternative 2b



Item No	Item	Unit	Quantity	Unit Price	Total	LPNDRD Portion
1	Mobilization	LS	1	\$ 50,900.00	\$ 50,900.00	\$ 12,725.00
2	REMOVE AND REPLACE RIPRAP	TN	7834	\$ 30.00	\$ 235,008.00	\$ 58,752.00
3	EMBANKMENT	CY	5803	\$ 20.00	\$ 116,053.33	\$ 29,013.33
4	TYPE B RIPRAP	TN	783	\$ 120.00	\$ 94,003.20	\$ 23,500.80
5	GEOTEXTILE FILTER FABRIC	SY	14507	\$ 2.25	\$ 32,640.00	\$ 8,160.00
6	CRUSHED ROCK SURFACING	TN	508	\$ 60.00	\$ 30,464.00	\$ 7,616.00
<b>Sub-Total</b>					<b>\$ 559,068.53</b>	<b>\$139,767.13</b>
<b>Contingency @ 30%</b>					<b>\$ 167,720.56</b>	<b>\$ 41,930.14</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 726,789.09</b>	<b>\$181,697.27</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 109,018.36</b>	<b>\$ 27,254.59</b>
<b>Total</b>					<b>\$ 835,807.46</b>	<b>\$208,951.86</b>

Alternative 3a



Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 30,800.00	\$ 30,800.00	\$ 7,700.00
2	EXCAVATION	CY	1152	\$ 10.00	\$ 11,522.00	\$ 2,880.50
3	REMOVE AND REPLACE RIPRAP	TN	1275	\$ 30.00	\$ 38,256.00	\$ 9,564.00
4	TYPE B RIPRAP	TN	128	\$ 120.00	\$ 15,302.40	\$ 3,825.60
5	TYPE C RIPRAP	TN	317	\$ 120.00	\$ 38,016.00	\$ 9,504.00
6	GEOTEXTILE FILTER FABRIC	SY	7436	\$ 2.25	\$ 16,732.00	\$ 4,183.00
7	CRUSHED ROCK SURFACING	TN	496	\$ 60.00	\$ 29,754.67	\$ 7,438.67
8	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
9	STEEL TRUSS PEDESTRIAN BRIDGE	LF	76	\$ 1,500.00	\$ 114,000.00	\$ 28,500.00
<b>Sub-Total</b>					<b>\$ 338,383.07</b>	<b>\$ 84,595.77</b>
<b>Contingency @ 30%</b>					<b>\$ 101,514.92</b>	<b>\$ 25,378.73</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 439,897.99</b>	<b>\$ 109,974.50</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 65,984.70</b>	<b>\$ 16,496.17</b>
<b>Total</b>					<b>\$ 505,882.68</b>	<b>\$ 126,470.67</b>

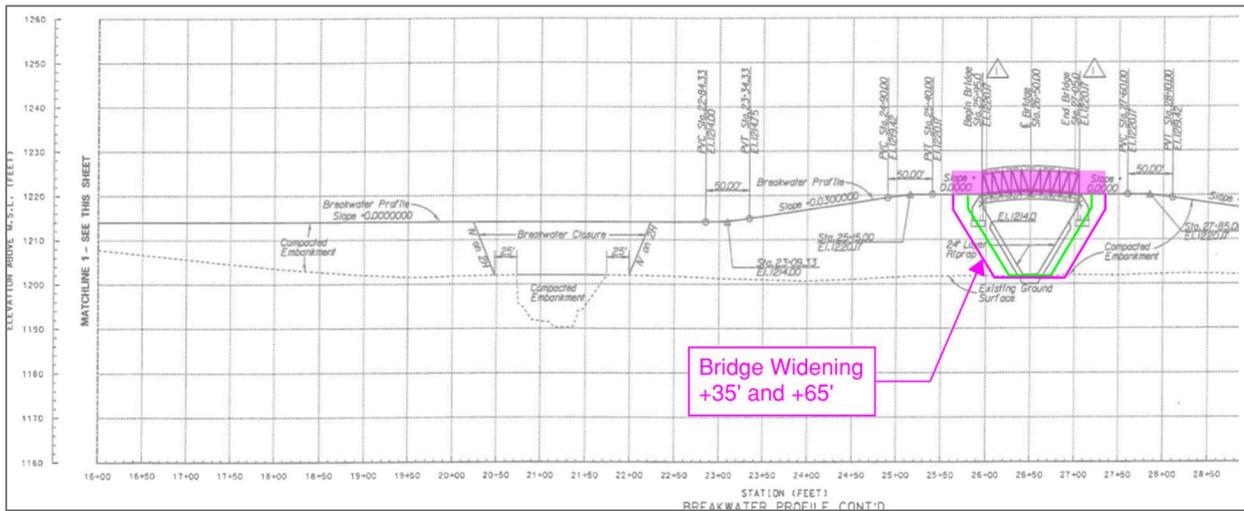
Alternative 3b

Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 37,700.00	\$ 37,700.00	\$ 9,425.00
2	EXCAVATION	CY	2207	\$ 10.00	\$ 22,073.70	\$ 5,518.43
3	REMOVE AND REPLACE RIPRAP	TN	1259	\$ 30.00	\$ 37,776.00	\$ 9,444.00
4	TYPE B RIPRAP	TN	126	\$ 120.00	\$ 15,110.40	\$ 3,777.60
5	TYPE C RIPRAP	TN	317	\$ 120.00	\$ 38,016.00	\$ 9,504.00
6	GEOTEXTILE FILTER FABRIC	SY	7348	\$ 2.25	\$ 16,532.00	\$ 4,133.00
7	CRUSHED ROCK SURFACING	TN	490	\$ 60.00	\$ 29,381.33	\$ 7,345.33
8	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
9	STEEL TRUSS PEDESTRIAN BRIDGE	LF	116	\$ 1,500.00	\$ 174,000.00	\$ 43,500.00
<b>Sub-Total</b>					<b>\$ 414,589.43</b>	<b>\$ 103,647.36</b>
<b>Contingency @ 30%</b>					<b>\$ 124,376.83</b>	<b>\$ 31,094.21</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 538,966.26</b>	<b>\$ 134,741.57</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 80,844.94</b>	<b>\$ 20,211.23</b>
<b>Total</b>					<b>\$ 619,811.20</b>	<b>\$ 154,952.80</b>

Alternative 3c

Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 44,100.00	\$ 44,100.00	\$ 11,025.00
2	EXCAVATION	CY	2737	\$ 10.00	\$ 27,370.70	\$ 6,842.68
3	REMOVE AND REPLACE RIPRAP	TN	1243	\$ 30.00	\$ 37,296.00	\$ 9,324.00
4	TYPE B RIPRAP	TN	124	\$ 120.00	\$ 14,918.40	\$ 3,729.60
5	TYPE C RIPRAP	TN	317	\$ 120.00	\$ 38,016.00	\$ 9,504.00
6	GEOTEXTILE FILTER FABRIC	SY	7259	\$ 2.25	\$ 16,332.00	\$ 4,083.00
7	CRUSHED ROCK SURFACING	TN	483	\$ 60.00	\$ 29,008.00	\$ 7,252.00
8	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
9	STEEL TRUSS PEDESTRIAN BRIDGE	LF	156	\$ 1,500.00	\$ 234,000.00	\$ 58,500.00
<b>Sub-Total</b>					<b>\$ 485,041.10</b>	<b>\$121,260.28</b>
Contingency @ 30%					\$ 145,512.33	\$ 36,378.08
<b>Opinion of Probable Construction Cost</b>					<b>\$ 630,553.43</b>	<b>\$157,638.36</b>
Engineering, Planning and Permitting @ 15%					\$ 94,583.01	\$ 23,645.75
<b>Total</b>					<b>\$ 725,136.44</b>	<b>\$181,284.11</b>

Alternative 4a



Item No	Item	Unit	Quantity	Unit Price	Total	LPNRRD Portion
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00
2	EXCAVATION	CY	1867	\$ 10.00	\$ 18,666.67	\$ 4,666.67
3	REMOVE AND REPLACE RIPRAP	TN	1622	\$ 30.00	\$ 48,672.00	\$ 12,168.00
4	REMOVE STEEL TRUSS PEDESTRIAN BRIDGE	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00
5	REMOVE BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00
6	TYPE B RIPRAP	TN	131	\$ 120.00	\$ 15,667.20	\$ 3,916.80
7	GEOTEXTILE FILTER FABRIC	SY	7605	\$ 2.25	\$ 17,112.00	\$ 4,278.00
8	CRUSHED ROCK SURFACING	TN	508	\$ 60.00	\$ 30,464.00	\$ 7,616.00
9	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
10	STEEL TRUSS PEDESTRIAN BRIDGE	LF	130	\$ 1,500.00	\$ 195,000.00	\$ 48,750.00
<b>Sub-Total</b>					<b>\$ 439,581.87</b>	<b>\$109,895.47</b>
Contingency @ 30%					\$ 131,874.56	\$ 32,968.64
<b>Opinion of Probable Construction Cost</b>					<b>\$ 571,456.43</b>	<b>\$142,864.11</b>
Engineering, Planning and Permitting @ 15%					\$ 85,718.46	\$ 21,429.62
<b>Total</b>					<b>\$ 657,174.89</b>	<b>\$164,293.72</b>

### Alternative 4b

Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 46,100.00	\$ 46,100.00	\$ 11,525.00
2	EXCAVATION	CY	3467	\$ 10.00	\$ 34,666.67	\$ 8,666.67
3	REMOVE AND REPLACE RIPRAP	TN	1622	\$ 30.00	\$ 48,672.00	\$ 12,168.00
4	REMOVE STEEL TRUSS PEDESTRIAN BRIDGE	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00
5	REMOVE BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 5,000.00	\$ 10,000.00	\$ 2,500.00
6	TYPE B RIPRAP	TN	131	\$ 120.00	\$ 15,667.20	\$ 3,916.80
7	GEOTEXTILE FILTER FABRIC	SY	7605	\$ 2.25	\$ 17,112.00	\$ 4,278.00
8	CRUSHED ROCK SURFACING	TN	508	\$ 60.00	\$ 30,464.00	\$ 7,616.00
9	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
10	STEEL TRUSS PEDESTRIAN BRIDGE	LF	160	\$ 1,500.00	\$ 240,000.00	\$ 60,000.00
<b>Sub-Total</b>					<b>\$ 506,681.87</b>	<b>\$126,670.47</b>
<b>Contingency @ 30%</b>					<b>\$ 152,004.56</b>	<b>\$ 38,001.14</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 658,686.43</b>	<b>\$164,671.61</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 98,802.96</b>	<b>\$ 24,700.74</b>
<b>Total</b>					<b>\$ 757,489.39</b>	<b>\$189,372.35</b>

### Alternative 2a &3a

Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 38,800.00	\$ 38,800.00	\$ 9,700.00
2	EXCAVATION	CY	1152	\$ 10.00	\$ 11,522.00	\$ 2,880.50
3	REMOVE AND REPLACE RIPRAP	TN	1275	\$ 30.00	\$ 38,256.00	\$ 9,564.00
4	EMBANKMENT	CY	2125	\$ 20.00	\$ 42,506.67	\$ 10,626.67
5	TYPE B RIPRAP	TN	383	\$ 120.00	\$ 45,907.20	\$ 11,476.80
6	TYPE C RIPRAP	TN	317	\$ 120.00	\$ 38,016.00	\$ 9,504.00
7	GEOTEXTILE FILTER FABRIC	SY	10270	\$ 2.25	\$ 23,108.00	\$ 5,777.00
8	CRUSHED ROCK SURFACING	TN	496	\$ 60.00	\$ 29,754.67	\$ 7,438.67
9	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
10	STEEL TRUSS PEDESTRIAN BRIDGE	LF	76	\$ 1,500.00	\$ 114,000.00	\$ 28,500.00
<b>Sub-Total</b>					<b>\$ 425,870.53</b>	<b>\$106,467.63</b>
<b>Contingency @ 30%</b>					<b>\$ 127,761.16</b>	<b>\$ 31,940.29</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 553,631.69</b>	<b>\$138,407.92</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 83,044.75</b>	<b>\$ 20,761.19</b>
<b>Total</b>					<b>\$ 636,676.45</b>	<b>\$159,169.11</b>

### Alternative 0a &3b

Item No	Item	Unit	Quantity	Unit Price	Total	LPNNRD Portion
1	Mobilization	LS	1	\$ 72,600.00	\$ 72,600.00	\$ 18,150.00
2	EXCAVATION	CY	2207	\$ 10.00	\$ 22,073.70	\$ 5,518.43
3	REMOVE AND REPLACE RIPRAP	TN	1259	\$ 30.00	\$ 37,776.00	\$ 9,444.00
4	TYPE B RIPRAP	TN	126	\$ 120.00	\$ 15,110.40	\$ 3,777.60
5	TYPE C RIPRAP	TN	317	\$ 120.00	\$ 38,016.00	\$ 9,504.00
6	GEOTEXTILE FILTER FABRIC	SY	7348	\$ 2.25	\$ 16,532.00	\$ 4,133.00
7	6" CONCRETE TRAIL	SF	37776	\$ 10.00	\$ 377,760.00	\$ 94,440.00
8	BRIDGE ABUTMENT FOUNDATION	LS	2	\$ 22,000.00	\$ 44,000.00	\$ 11,000.00
9	STEEL TRUSS PEDESTRIAN BRIDGE	LF	116	\$ 1,500.00	\$ 174,000.00	\$ 43,500.00
<b>Sub-Total</b>					<b>\$ 797,868.10</b>	<b>\$199,467.03</b>
<b>Contingency @ 30%</b>					<b>\$ 239,360.43</b>	<b>\$ 59,840.11</b>
<b>Opinion of Probable Construction Cost</b>					<b>\$ 1,037,228.53</b>	<b>\$259,307.13</b>
<b>Engineering, Planning and Permitting @ 15%</b>					<b>\$ 155,584.28</b>	<b>\$ 38,896.07</b>
<b>Total</b>					<b>\$ 1,192,812.81</b>	<b>\$298,203.20</b>

## **APPENDIX B – PRINCIPAL SPILLWAY JOINT INSPECTION**

# Inspection Report

## Lake Wanahoo Principal Spillway Joints

### Houston Engineering, Inc.

<b>Site:</b>	Lake Wanahoo NRD Recreation Area		
<b>Public Sponsor(s):</b>	Lower Platte North NRD		
<b>Public Sponsor Representative:</b>	Erik Gottschalk		
<b>Houston Engineer Inspector:</b>	Ethan Miller, PE	Date of Inspection:	3/4/2025 & 3/12/2025
<b>Inspection Report Prepared By:</b>	Ethan Miller, PE	Date Report	
		Prepared:	3/20/2025

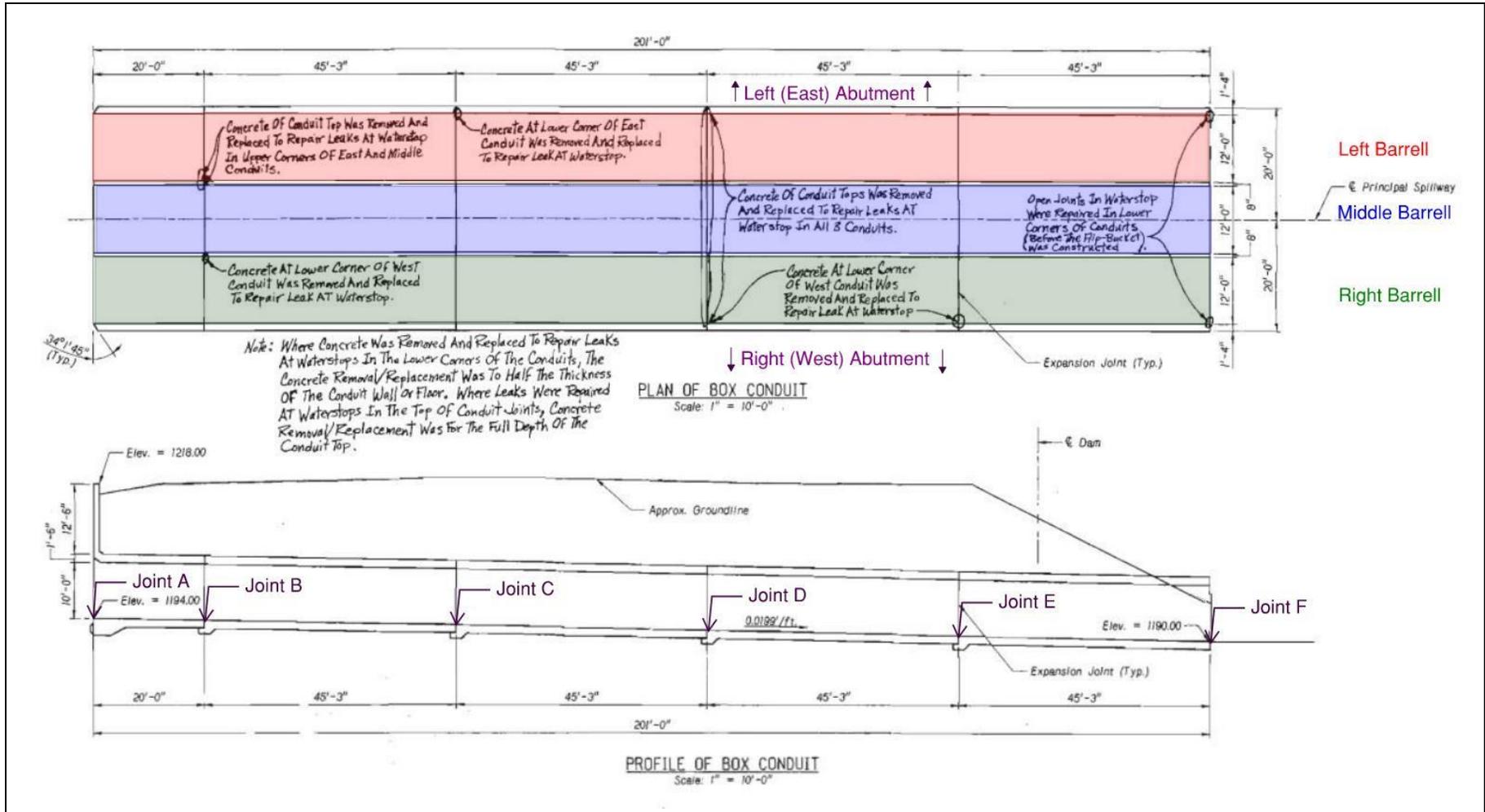
### Structure Identification

<b>Location:</b>	Lake Wanahoo Dam Principal Spillway		
<b>Structure Type:</b>	Box Culvert	<b>Barrel Length:</b>	201 ft
<b>Year Built:</b>	2011	<b>Barrel Width:</b>	12 ft
<b>Number of Barrells:</b>	3	<b>Barrel Height:</b>	10 ft
		<b>Inlet Section Treatment Type:</b>	Labyrinth Weir with wingwall transition
		<b>Outlet Section Treatment Type:</b>	Flip Bucket with sidewalls

### Site Information



# Inspection Schematic



## Inspection Photos

Photo 1

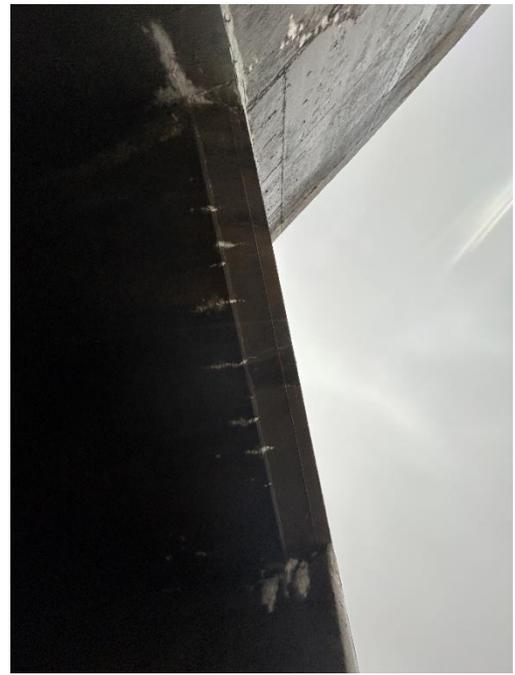


**Location:** Left Barrel – Joint A - Left Elevation

**Remarks:** Joint sealant (caulk) is missing from 0” to 80”. The underlying joint filler is in good condition.

**Joint Gap:** 1.25” (typ.)

Photo 2



**Location:** Left Barrel – Joint A - Top Elevation

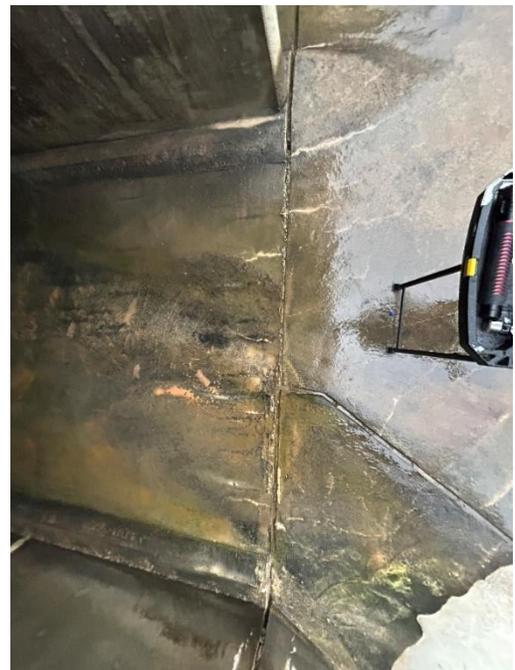
**Remarks:** Minor efflorescence present at “joint”.

Photo 3



**Location:** Left Barrel – Joint A - Right Elevation

Photo 4



**Location:** Left Barrel – Joint A - Bottom Elevation

**Remarks:** Joint filler in good condition.

**Joint Gap:** 1.5” (typ.)

Inspection Photos

Photo 5



**Location:** Left Barrel – Joint B - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2.5” (typ.)

Photo 6



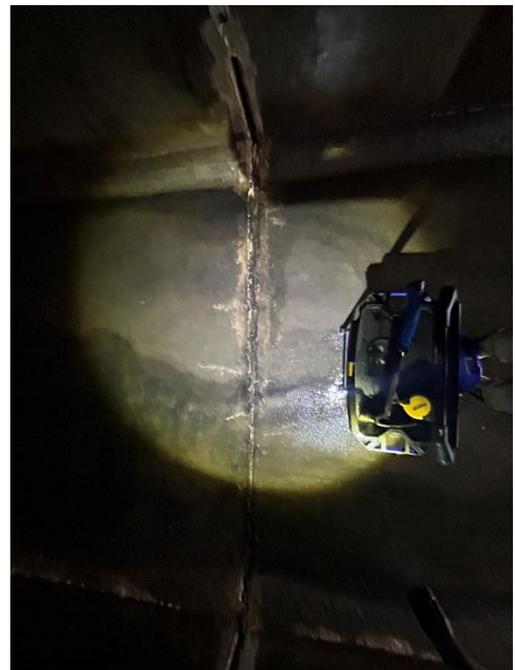
**Location:** Left Barrel – Joint B - Top Elevation  
**Remarks:** Minor crack with iron stain near midspan.

Photo 7



**Location:** Left Barrel – Joint B - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 3” (typ.)

Photo 8



**Location:** Left Barrel – Joint B - Bottom Elevation  
**Remarks:** Joint filler in good condition along base, poor at chamfers.  
**Joint Gap:** 1.5” left end transitions to 4” at right.



Inspection Photos

Photo 9



**Location:** Left Barrel – Joint C - Left Elevation

**Remarks:** Joint sealant and filler is missing from 0” to 38.5”. Sealant detached from 38.5” to 100.5”, with filler missing up to 56.5”.

**Joint Gap:** 2” at base transitions to 1.5” at 48”.

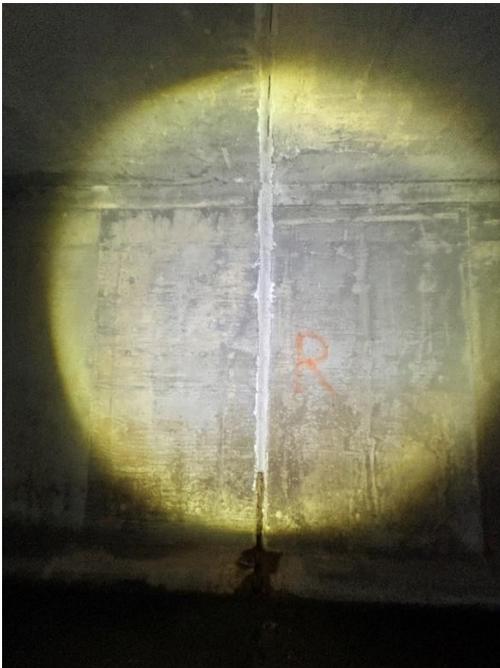
Photo 10



**Location:** Left Barrel – Joint C - Top Elevation

**Remarks:** Minor detachment of joint sealant.

Photo 11



**Location:** Left Barrel – Joint C - Right Elevation

**Remarks:** Joint sealant (caulk) is missing from 0” to 24”. Oakum rope filler in moderate to poor condition.

**Joint Gap:** 2.25” at base transitions to 3” at 24”.

Photo 12



**Location:** Left Barrel – Joint C - Bottom Elevation

**Remarks:** Joint filler in good condition along base, moderate at chamfers.

**Joint Gap:** 2.75” (typ.).



Inspection Photos

Photo 13



**Location:** Left Barrel – Joint D - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 23”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 3.25” (typ.)

Photo 14



**Location:** Left Barrel – Joint D - Top Elevation  
**Remarks:** Minor cracking with iron stains.

Photo 15



**Location:** Left Barrel – Joint D - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24.5”.  
Oakum rope filler in moderate condition.  
**Joint Gap:** 2.75” (typ.)

Photo 16



**Location:** Left Barrel – Joint D - Bottom Elevation  
**Remarks:** Joint filler in moderate condition.  
**Joint Gap:** 2.25” (typ.) with 3.5” gouge.

Inspection Photos

Photo 17



**Location:** Left Barrel – Joint E - Left Elevation

**Remarks:** Joint sealant (caulk) is missing from 0” to 23”.  
Oakum rope filler in moderate condition.

**Joint Gap:** 2.25” (typ.)

Photo 18



**Location:** Left Barrel – Joint E - Top Elevation

**Remarks:** Minor cracking with efflorescence. Cracking extends downstream from joint 56”

Photo 19



**Location:** Left Barrel – Joint E - Right Elevation

**Remarks:** Joint sealant (caulk) and filler is missing from 0” to 23”. Void extends into adjacent RCB.

**Joint Gap:** 2” (typ.)

Photo 20



**Location:** Left Barrel – Joint E - Bottom Elevation

**Remarks:** Joint filler in moderate condition

**Joint Gap:** 2” (typ.)



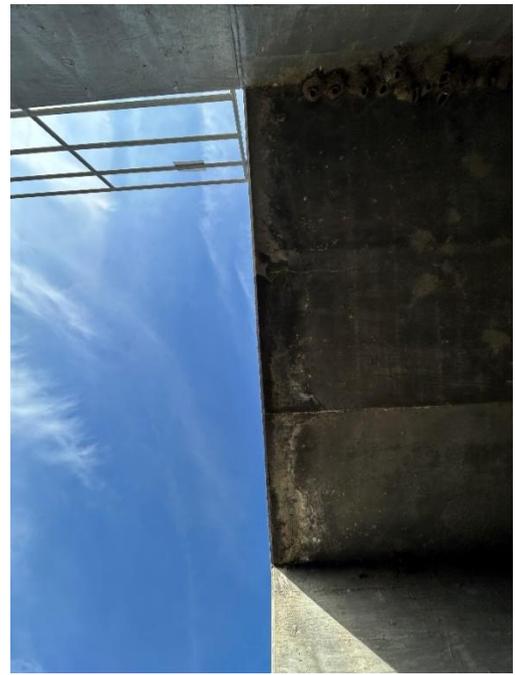
Inspection Photos

Photo 21



**Location:** Left Barrel – Joint F - Left Elevation  
**Remarks:** Joint filler in poor condition from 0” to 24.25”.  
Sealant missing or ineffective from 0” to 60.75”.  
**Joint Gap:** 1.75” (typ.)

Photo 22



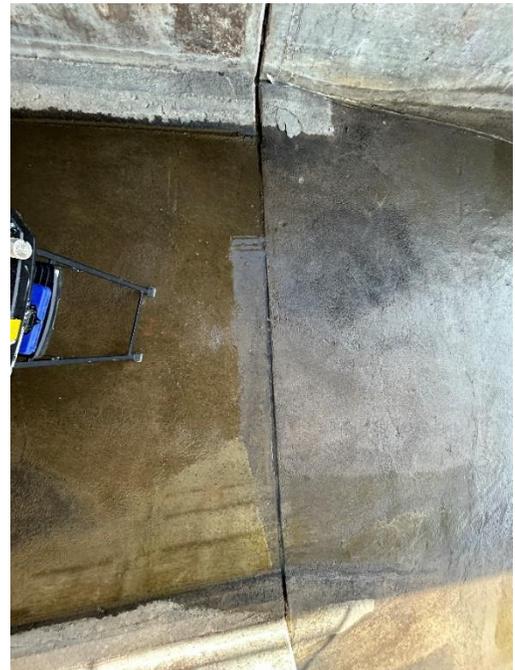
**Location:** Left Barrel – Joint F - Top Elevation

Photo 23



**Location:** Left Barrel – Joint F - Right Elevation

Photo 24



**Location:** Left Barrel – Joint F – Bottom Elevation  
**Remarks:** Joint filler in good condition.  
**Remarks:** 1” (typ.)

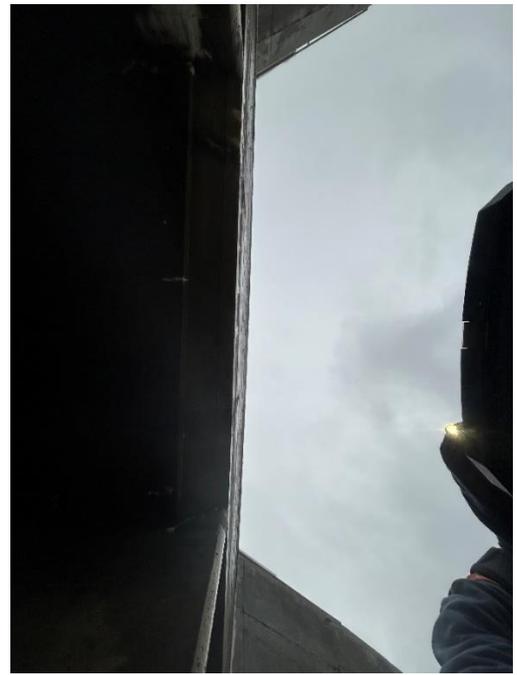
Inspection Photos

Photo 25



**Location:** Middle Barrel – Joint A - Left Elevation  
**Remarks:** Joint filler in good condition.  
**Joint Gap:** 1.5” (typ.)

Photo 26



**Location:** Middle Barrel – Joint A - Top Elevation

Photo 27



**Location:** Middle Barrel – Joint A - Right Elevation

Photo 28



**Location:** Middle Barrel – Joint A - Bottom Elevation  
**Joint Gap:** 1.5” (typ.)

Inspection Photos

Photo 29



**Location:** Middle Barrel – Joint B - Left Elevation  
**Remarks:** Joint sealant (caulk) and filler is missing from 0” to 66”. Void extends into adjacent RCB.  
**Joint Gap:** 3” (typ.)

Photo 30



**Location:** Middle Barrel – Joint B - Top Elevation

Photo 31



**Location:** Middle Barrel – Joint B - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2.75” (typ.)

Photo 32



**Location:** Middle Barrel – Joint B - Bottom Elevation  
**Remarks:** Joint filler in moderate condition. Joint filler typically begins at depth of 1.5”, with peak at 3”.  
**Joint Gap:** 1.5” (typ.)

Inspection Photos

Photo 33



**Location:** Middle Barrel – Joint C - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24.5”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 3” (typ.)

Photo 34



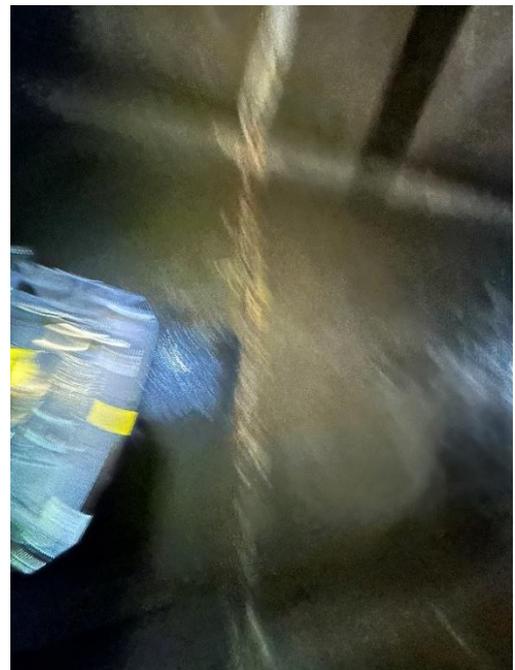
**Location:** Middle Barrel – Joint C - Top Elevation

Photo 35



**Location:** Middle Barrel – Joint C - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition. Joint sealant in poor condition from 24” to 42”.  
**Joint Gap:** 2.25” (typ.)

Photo 36



**Location:** Middle Barrel – Joint C - Bottom Elevation  
**Remarks:** Joint filler in moderate condition.  
**Remarks:** 2.25” (typ.)

Inspection Photos

Photo 37



**Location:** Middle Barrel – Joint D - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 47”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2.25” (typ.)

Photo 38



**Location:** Middle Barrel – Joint D - Top Elevation

Photo 39



**Location:** Middle Barrel – Joint D - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in moderate condition.  
**Joint Gap:** 1.75” (typ.)

Photo 40



**Location:** Middle Barrel – Joint D - Bottom Elevation  
**Remarks:** Joint filler in moderate condition.  
**Remarks:** 1.75” (typ.)



Inspection Photos

Photo 41



**Location:** Middle Barrel – Joint E - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”. Oakum rope filler in poor condition. Joint sealant in poor condition from 42” to 48”.  
**Joint Gap:** 2.5” (typ.)

Photo 42



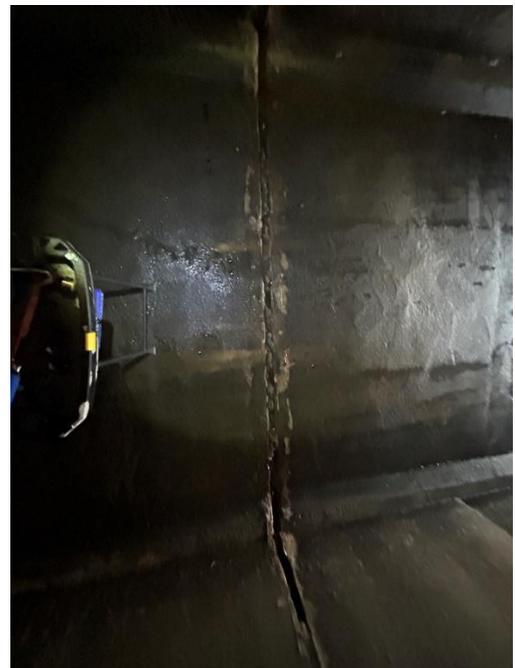
**Location:** Middle Barrel – Joint E - Top Elevation  
**Remarks:** Minor cracking with efflorescence.

Photo 43



**Location:** Middle Barrel – Joint E - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 28”. Oakum rope filler in poor condition.  
**Joint Gap:** 2.25” (typ.)

Photo 44



**Location:** Middle Barrel – Joint E - Bottom Elevation  
**Remarks:** Joint filler in good condition along base, moderate at chamfers.  
**Joint Gap:** 3” (typ.)

Inspection Photos

Photo 45



Location: Middle Barrel – Joint F - Left Elevation

Photo 46



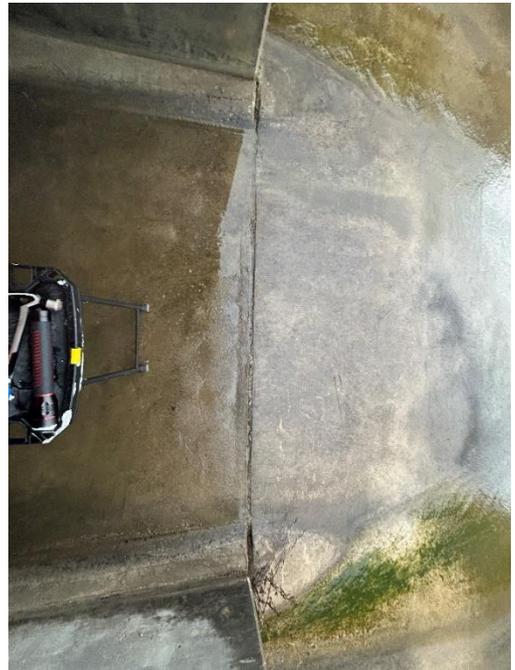
Location: Middle Barrel – Joint F - Top Elevation

Photo 47



Location: Middle Barrel – Joint F - Right Elevation

Photo 48



Location: Middle Barrel – Joint F - Bottom Elevation

Remarks: Joint filler in good condition.

Remarks: 1" (typ.)

Inspection Photos

Photo 49



Location: Right Barrel – Joint A - Left Elevation

Photo 50



Location: Right Barrel – Joint A - Top Elevation

Photo 51

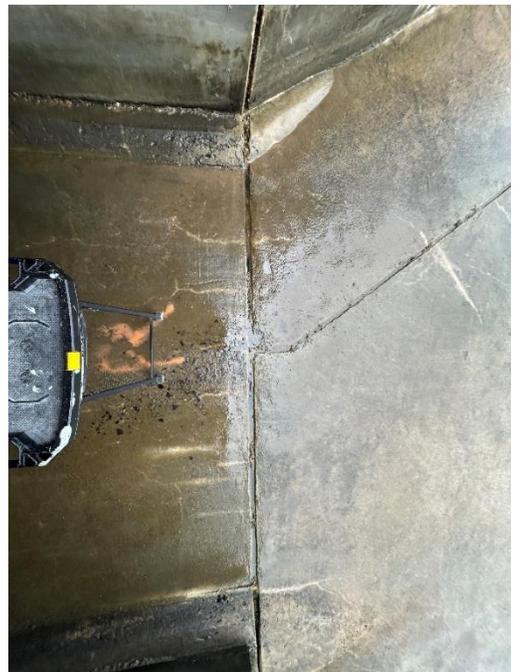


Location: Right Barrel – Joint A - Right Elevation

Remarks: Joint sealant (caulk) is missing from 0" to 26" and 80" to 119". Oakum rope filler in moderate condition from 0" tp 26".

Joint Gap: 2" (typ.)

Photo 52



Location: Right Barrel – Joint A - Bottom Elevation

Remarks: Joint filler in good condition.

Remarks: 1.625" (typ.).

Inspection Photos

Photo 53



**Location:** Right Barrel – Joint B - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2.25” (typ.) with 3” wide by 4” tall gouge at base.

Photo 54



**Location:** Right Barrel – Joint B - Top Elevation  
**Remarks:** Minor cracking with efflorescence.

Photo 55



**Location:** Right Barrel – Joint B - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition. Iron Stain present  
downstream of joint.  
**Joint Gap:** 3” (typ.)

Photo 56



**Location:** Right Barrel – Joint B - Bottom Elevation  
**Remarks:** Joint filler in moderate condition.  
**Remarks:** 1.5” (typ.) with 3” gouge at midspan.

Inspection Photos

Photo 57



**Location:** Right Barrel – Joint C - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 3” (typ.)

Photo 58



**Location:** Right Barrel – Joint C - Top Elevation

Photo 59



**Location:** Right Barrel – Joint C - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition. Iron stain originates at joint  
a height of 48”.  
**Joint Gap:** 3” (typ.)

Photo 60



**Location:** Right Barrel – Joint C - Bottom Elevation  
**Remarks:** Joint filler in good condition.  
**Joint Gap:** 2” (typ.).

Inspection Photos

Photo 61



**Location:** Right Barrel – Joint D - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2” (typ.)

Photo 62



**Location:** Right Barrel – Joint D - Top Elevation  
**Remarks:** Minor cracking with iron stains.

Photo 63



**Location:** Right Barrel – Joint D - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition. Iron stain originates at joint  
a height of 98”.  
**Joint Gap:** 2” (typ.)

Photo 64



**Location:** Right Barrel – Joint D - Bottom Elevation  
**Remarks:** Joint filler in good condition along base, poor at  
chamfers.  
**Joint Gap:** 2” (typ.).

Inspection Photos

Photo 65



**Location:** Right Barrel – Joint E - Left Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2.5” (typ.)

Photo 66



**Location:** Right Barrel – Joint E - Top Elevation  
**Remarks:** Minor cracking efflorescence.

Photo 67



**Location:** Right Barrel – Joint E - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24” and in poor condition from 24” to 28”. Oakum rope filler in poor condition from 0” to 24”.  
**Joint Gap:** 2.25” (typ.)

Photo 68



**Location:** Right Barrel – Joint E - Bottom Elevation  
**Remarks:** Joint filler in good condition along base, poor at chamfers.  
**Joint Gap:** 2” (typ.)



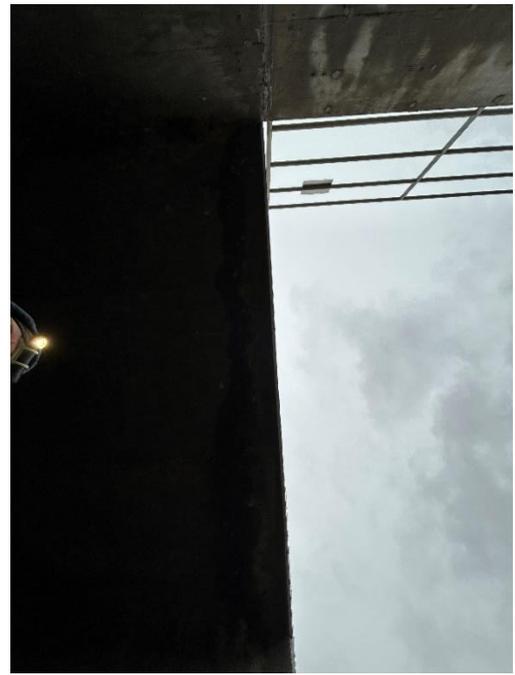
Inspection Photos

Photo 69



**Location:** Right Barrel – Joint F - Left Elevation  
**Remarks:** Longitudinal spalling projects upstream 12” at the chamfer to wall transition.

Photo 70



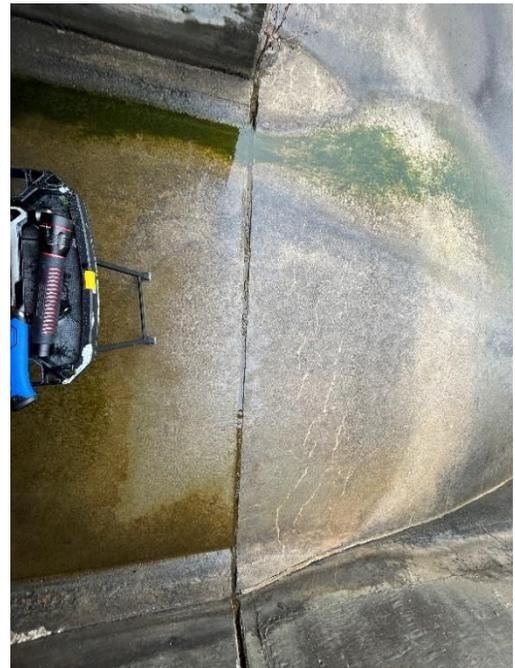
**Location:** Right Barrel – Joint F - Top Elevation

Photo 71



**Location:** Right Barrel – Joint F - Right Elevation  
**Remarks:** Joint sealant (caulk) is missing from 0” to 24”.  
Oakum rope filler in poor condition.  
**Joint Gap:** 2” (typ.)

Photo 72



**Location:** Right Barrel – Joint F - Bottom Elevation  
**Remarks:** Joint filler in good to moderate condition.  
**Joint Gap:** 1.5” (typ.).

## APPENDIX C – SELECT DAMAGE PHOTOS

Mile 3



Mile 3



Mile 3



Stilling Basin Fencing





# Preventative Maintenance Quotation

1010475 Lower Platte North NRD

Date: 5/8/2025  
 Equipment: Generac GMN# SD060  
GSN# 3016666564  
 Location: 1616 County Rd 17  
Wahoo, NE 68066  
 Attention: Ryan Chapman 402.432.0372

Service Plan: Silver

### 3 Year Agreement

	Year 1	Year 2	Year 3
Major:	\$ 1,100.18	\$ 1,144.19	\$ 1,189.95
Minor:	\$ 550.00	\$ 572.00	\$ 594.88
Quarterly:			
Quarterly:			
Load Bank:	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50

*can do load for 1 hr*

Total (No Load Bank): \$ **5,151.20**  
 Total (Load Bank Incl.): \$ **8,458.70**

\*\*Initial by Selection

### 1 Year Agreement

	Year 1
Major:	\$ 1,237.55
Minor:	\$ 630.57
Quarterly:	
Quarterly:	
Load Bank:	\$ 1,102.50

Total (No Load Bank): \$ **1,868.12**  
 Total (Load Bank Incl.): \$ **2,970.62**

\*\*Initial by Selection

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:\*\* Pricing includes annual fuel analysis and annual fuel treatment\*\*\*

Each service visit will be billed according to the type of visit completed and invoiced after the work has been performed per HM Cragg checklist guidelines. The field service report will be sent following the invoice. We appreciate your business and look forward to assisting you in all of your power generator servicing needs. **Contract proposals expire after 30 days.**



## Preventative Maintenance Quotation

1010475 Lower Platte North NRD

Date: 7/29/2025  
 Equipment: Generac GMN# SD060  
GSN# 3016666564  
 Location: 1616 County Rd 17  
Wahoo, NE 68066  
 Attention: Ryan Chapman 402.432.0372

Service Plan: Bronze

### 3 Year Agreement

	Year 1	Year 2	Year 3
Major:	\$ 1,100.18	\$ 1,144.19	\$ 1,189.95
Minor:	_____	_____	_____
Quarterly:	_____	_____	_____
Quarterly:	_____	_____	_____
Load Bank:	\$ 772.50	\$ 772.50	\$ 772.50

Total (No Load Bank): \$ 3,434.32 \_\_\_\_\_  
 Total (Load Bank Incl.): \$ 5,751.82 \_\_\_\_\_

**\*\*Initial by Selection**

### 1 Year Agreement

	Year 1
Major:	\$ 1,237.55
Minor:	_____
Quarterly:	_____
Quarterly:	_____
Load Bank:	\$ 772.50

Total (No Load Bank): \$ 1,237.55 \_\_\_\_\_  
 Total (Load Bank Incl.): \$ 2,010.05 \_\_\_\_\_

**\*\*Initial by Selection**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: **\*\* Pricing includes annual fuel analysis and annual fuel treatment\*\*\*\* Pricing includes 1 hr load bank\*\***

Each service visit will be billed according to the type of visit completed and invoiced after the work has been performed per HM Cragg checklist guidelines. The field service report will be sent following the invoice. We appreciate your business and look forward to assisting you in all of your power generator servicing needs. **Contract proposals expire after 30 days.**

## HM CRAGG'S *PowerON* Planned Maintenance Program

Ensure peace-of-mind with a worry-free *PowerON* plan that includes:

- Multi-point inspections of all equipment, scheduled regularly 1, 2, 4 or 12 times per year included in our *PowerON* Bronze, Silver, Gold or Platinum service levels
- Once-per-year oil, oil filter and fuel filter changes
- Coolant testing and treatment
- EPA-approved disposal of used oil and filters
- Repair recommendations quoted
- Access to 24/7 emergency service
- Technical assistance and support when you need it
- And more depending on your *PowerON* plan level...



Pick the *PowerON* plan that meets your needs and budget...

↓

<i>What services are included:</i>	<i>PowerON Bronze</i>	<i>PowerON Silver</i>	<i>PowerON Gold</i>	<i>PowerON Platinum</i>
	<i>Number of times each service performed yearly:</i>			
Total system pre-run checks	1x	2x	4x	12x
Multi-point running inspection	1x	2x	4x	12x
Battery inspection	1x	2x	4x	12x
Coolant level inspection	1x	2x	4x	12x
Enclosure and louver inspection	1x	2x	4x	12x
Engine systems inspection	1x	2x	4x	12x
Exhaust system inspection	1x	2x	4x	12x
Fuel level check	1x	2x	4x	12x
Oil level check	1x	2x	4x	12x
Transfer switch inspection and programming check	1x	2x	4x	12x
Wiring, terminal, and lug inspection	1x	2x	4x	12x
Electronic field service inspection reports	1x	2x	4x	12x
Charging system check	1x	2x	4x	4x
Cooling system test and inspection	1x	2x	4x	4x
Fuel system inspection	1x	2x	4x	4x
Safety shutdowns check	1x	2x	2x	2x
Infrared temperature readings on lugs	1x	2x	2x	2x
Phase rotation compatibility check	1x	2x	2x	2x
System load transfer test	1x	2x	2x	2x
Oil change	1x	1x	1x	1x
Oil filter change	1x	1x	1x	1x
Fuel filter change	1x	1x	1x	1x

**5,927.00** USD

Accept

Decline

Options ▾



### QUOTE

**To** RYAN CHAPMAN, NRD

**Quote number** QU-0069

**Issue date** Mar 5, 2025

**From** Limbach Electric, LLC  
640 E. 8th St.  
North Bend, Nebraska 68649  
United States

## ELECTRICAL PROJECTS, LAKE WANAHOO STORAGE BUILDING AND CZECHLAND LAKE DOCK LIGHTING

Description	Quantity	Unit Price	Amount
CZECHLAND LAKE DOCK LIGHTING. SET PRESSURE TREATED POLE IN GROUND BY DOCK. TRENCH IN AND BACKFILL 10/2 UF UNDERGROUND WIRE 525 FEET TO LAKE SIGN AND TIE INTO POWER. INSTALL LED LONG LIFE AREA LIGHT ON POLE.	1.00	5,927.00	<b>5,927.00</b>

Includes Tax 0.00

H2 EQUIPMENT LLC  
5450 E 23rd St  
Columbus, NE 68601 US  
4026600017



# Estimate

**ADDRESS**

lower platte NRD  
lower platte NRD

**ESTIMATE #** 3929

**DATE** 08/29/2025

ACTIVITY	QTY	RATE	AMOUNT
<b>Attachment</b> Loftness Bad Ax 60in (disc) max 50 gpm	1	30,500.00	30,500.00T
<b>Attachment</b> Loftness Battle Ax 61in (drum) Fixed motor	1	30,500.00	30,500.00T
<b>Attachment</b> Loftness Battle Ax 71in (drum) Variable Displacement Piston Motor	1	35,500.00	35,500.00T
<b>Attachment</b> Virnig V70 60in mulcher (disc) max 50gpm 1 in stock at this price	1	27,500.00	27,500.00T

Thank you for your business!

SUBTOTAL 124,000.00  
TAX (5.5%) 6,820.00  
**TOTAL \$130,820.00**

Accepted By

Accepted Date

REMIT TO: 5450 E 23rd St. Columbus, NE 68601  
All payments due on day of receipt. As a small business we depend on a timely payment.  
THANK YOU FOR YOUR BUSINESS!!!



Outlook

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## Tree saw & disc mulcher

---

**From** Jason Morgan <jason@benesservice.com>

**Date** Thu 9/4/2025 1:35 PM

**To** Bob Heimann <bheimann@lpnrd.org>

Baumalight WLDSM530-T530 \$7250

CID 60" High Flow Disc Mulcher \$28,500

--

Jason Morgan

Salesman

Benes Service

1443 32nd Rd

David City, NE 68632

(308)227-1826 cell



Quotation Number: **AM1380496**  
 Quote Sent Date: **Aug 28, 2025**  
 Expiration Date: **Sep 27, 2025**  
 Prepared By: **Alan Makovicka**  
 Phone: 402-607-9782  
 Email: alanmakovicka@bobcat-omaha.com

Customer  
**Lower Platte North NRD**  
 511 COMMERCIAL PARK RD  
 WAHOO, NE, 68066-9750  
 Phone: +1 402 443 4675

Contact

Dealer  
**Bobcat of Omaha, Omaha, NE**  
 8701 SOUTH 145TH STREET  
 OMAHA, NE, 68138-3618

Item Name	Item Number	Quantity	Price Each	Total
<b>Disc Mulcher - 60", Piston</b>	7518474	1	23,000.00	23,000.00
<b>Tier 4 Forestry Applications Kit, M Series</b>	7257723	1	9,069.84	9,069.84
<b>Engine Compartment Seal Kit, 700 Series</b>	7309976	1	1,200.50	1,200.50
Total for Disc Mulcher - 60", Piston				33,270.34
Quote Subtotal				33,270.34
Dealer PDI				125.00
Tariff Surcharge				513.12
Destination Charges				686.00
Dealer Assembly Charges				1,815.00
Sales Total before Taxes				36,409.46
Taxes				0.00
<b>Quote Total - USD</b>				<b>36,409.46</b>

Notes: Pricing per Sourcewell Contract # 040319-CEC

<b>Customer Acceptance:</b>	
Quotation Number: <b>AM1380496</b>	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>



Quotation Number: **AM1380515**  
 Quote Sent Date: **Aug 28, 2025**  
 Expiration Date: **Sep 27, 2025**  
 Prepared By: **Alan Makovicka**  
 Phone: 402-607-9782  
 Email: alanmakovicka@bobcat-omaha.com

Customer  
**Lower Platte North NRD**  
 511 COMMERCIAL PARK RD  
 WAHOO, NE, 68066-9750  
 Phone: +1 402 443 4675

Contact

Dealer  
**Bobcat of Omaha, Omaha, NE**  
 8701 SOUTH 145TH STREET  
 OMAHA, NE, 68138-3618

Item Name	Item Number	Quantity	Price Each	Total
<b>Drum Mulcher - 2-Speed, 61"</b>	M7057	1	29,045.60	29,045.60
<b>Engine Compartment Seal Kit, 700 Series</b>	7309976	1	1,200.50	1,200.50
<b>Tier 4 Forestry Applications Kit, M Series</b>	7257723	1	9,069.84	9,069.84
Total for Drum Mulcher - 2-Speed, 61"				39,315.94
Quote Subtotal				39,315.94
Dealer PDI				125.00
Tariff Surcharge				609.85
Destination Charges				716.00
Dealer Assembly Charges				1,815.00
Sales Total before Taxes				42,581.79
Taxes				0.00
<b>Quote Total - USD</b>				<b>42,581.79</b>

Notes: Pricing per Sourcewell Contract # 040319-CEC

<b>Customer Acceptance:</b>	
Quotation Number: <b>AM1380515</b>	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>

## MULCHING DISC TOP SIDE

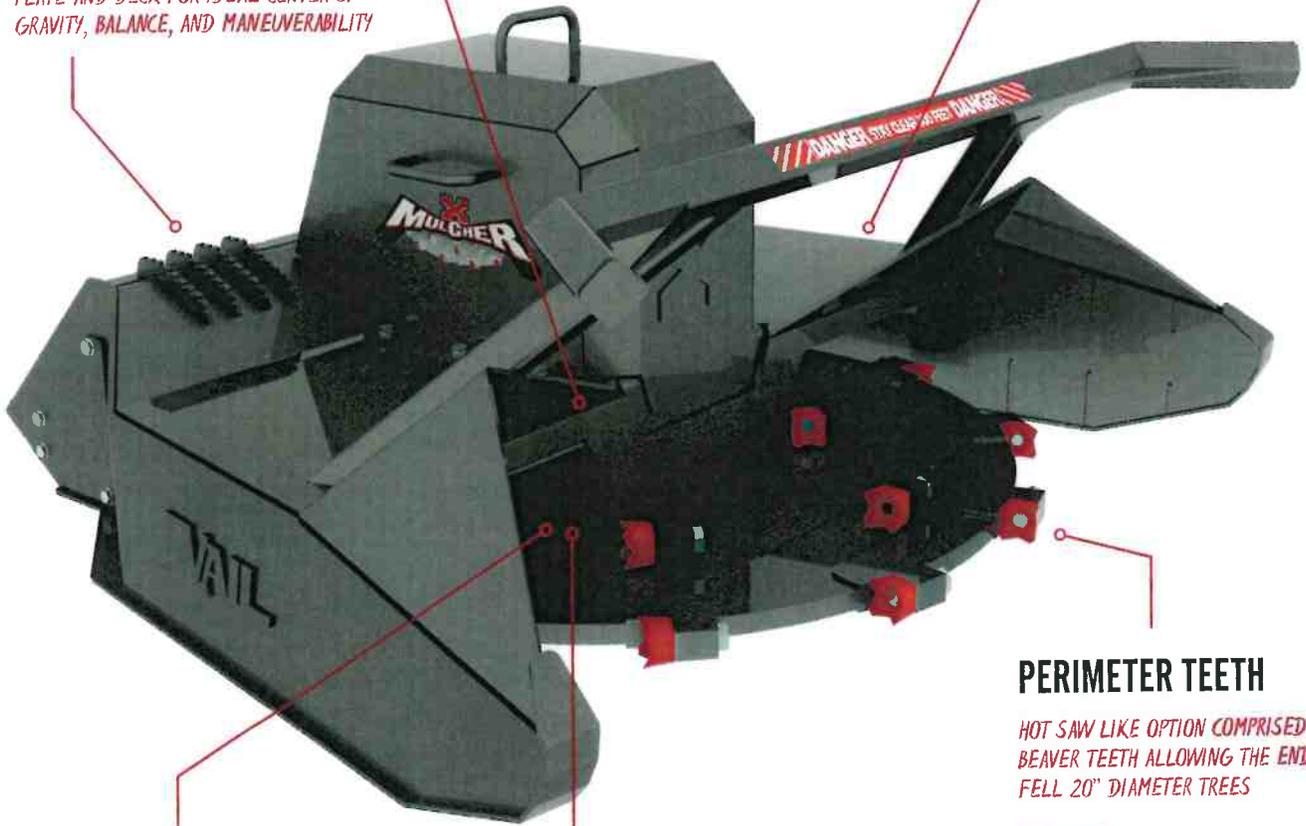
THE INTAKE AND DISCHARGE METHOD IS THE FASTEST MULCHING OPTION ON THE MARKET FOR MATERIAL 7" AND BELOW IN DIAMETER

## SEVERE-DUTY DECK

DOUBLE LAYERED WITH INTERNAL RIBBING - 1/2" THICK DECK THICKNESS IN HIGH WEAR AREAS

T1 PLATE USED ON ALL WEAR SURFACES (EXTERIOR GRADE 50)

ADVANCED DESIGN OF MOUNTING PLATE AND DECK FOR IDEAL CENTER OF GRAVITY, BALANCE, AND MANEUVERABILITY



VAIL SEVERE-DUTY DISC (1.25" THICK 1300 LB.) IS COMPRISED ENTIRELY OF T1 STEEL BRINGING UNMATCHED POWER AND INERTIA

QUICK STOP DISC FEATURE: INCREASED SAFETY WITH BUILT-IN BRAKE SYSTEM ALLOWING THE DISC TO COME TO A STOP IN 10-15 SECONDS

## PERIMETER TEETH

HOT SAW LIKE OPTION COMPRISED OF 12 BEAVER TEETH ALLOWING THE END-USER TO FELL 20" DIAMETER TREES

NO-SHANK TEETH: SINGLE STYLE TOOTH DESIGN ALLOWS FOR LOWER PARTS AND MAINTENANCE COSTS





LEARN



*Explore*  
**MORE**  
*with* **LPNNRD**



LOWER PLATTE NORTH  
Natural Resources District



# Demographics for Digital Audience Targeted Ads

Campaign 1

## Gender



Male

50%



Female

50%

## Parenting



Has Kids

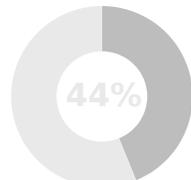
29%



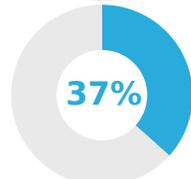
No Kids

71%

## Household Annual Income



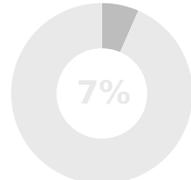
Under \$50K



\$50K-100K



\$100K-150K



\$150K-Above

## Education



59%

High School

24%

College

6%

Grad School

## Homeownership



Homeowners  
&  
Non-Homeowners

## Target Audience

Est. Total Population

**57,256**

Est. Eligible  
Population

**11,132**

Est. Reach &  
Frequency for Display  
& Video

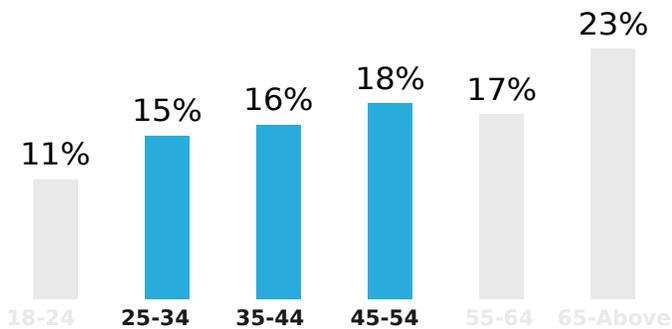
Est. Reach

**73.62%**

Est. Frequency

**50.84x**

## Age



# Interests for Digital Audience Targeted Ads

## Campaign 1

### **GumGum Events**

Back to School

### **News**

Local News, Weather

### **Business & Industrial**

Aquaculture, Food Production, Forestry, Livestock

### **Hobbies & Leisure**

Equestrian, Fishing, Hiking & Camping, Hunting & Shooting

### **Jobs & Education**

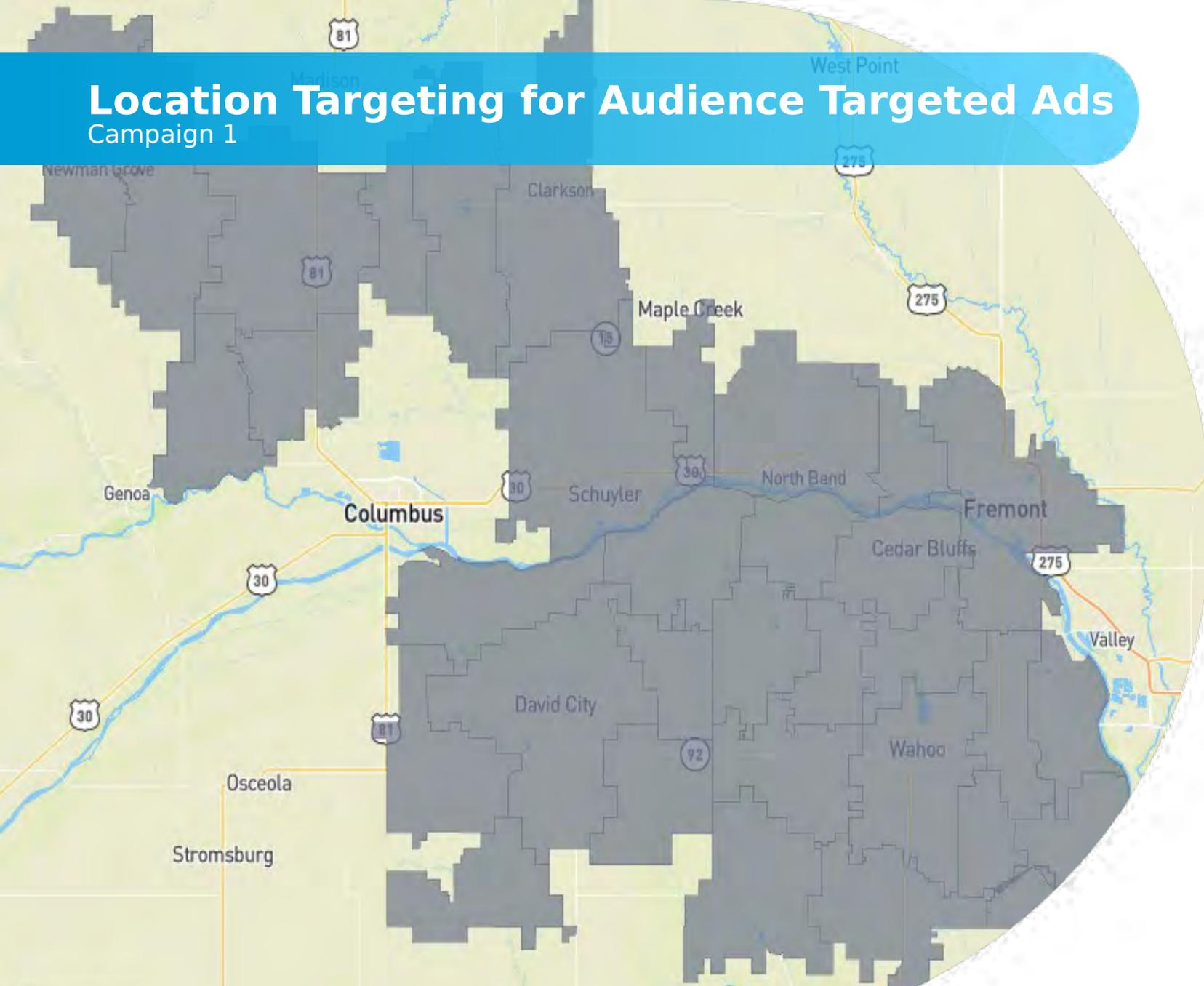
Homeschooling, Primary & Secondary Schooling (K-12)

### **Travel**

Adventure Travel, Ecotourism

# Location Targeting for Audience Targeted Ads

Campaign 1



## Geography Type : Zip Code

Total Population of Selected Locations

**57,256**

Avg. Income Value

**\$ 69,085**

## Locations for Display or Video Ads

68001, 68003, 68014, 68015, 68017, 68018, 68025, 68026, 68033, 68036, 68040, 68041, 68042, 68050, 68065, 68066, 68070, 68073, 68602, 68621, 68624, 68626, 68629, 68631, 68632, 68642, 68643, 68644,

**+ 9 zip codes**

*Note :The complete list of Zip codes can be found in the appendix section ( Last Slide )*

# Agreement 1 of 1: LOWER PLATTE NORTH NR

Selected Products	Rate	Est. Cost (\$)	Est. Delivery	Date Range
 Display Campaign 1	\$ <b>12.00</b> CPM	\$ <b>5,000.00</b>	<b>416,667</b> Imp.	09/08/2025 - 06/30/2026
<b>Page 1 of 1</b>		\$ <b>5,000.00</b>		
<b>Grand Total</b>		\$ <b>5,000.00</b>		
<b>Proposal Date</b>	<b>Duration</b>	<b>Client Name</b>	<b>Client Signature:</b>	<b>Date:</b>
06/09/2025	296 Days	<b>LOWER PLATTE NORTH NRD</b>	<input type="text"/>	<input type="text"/>

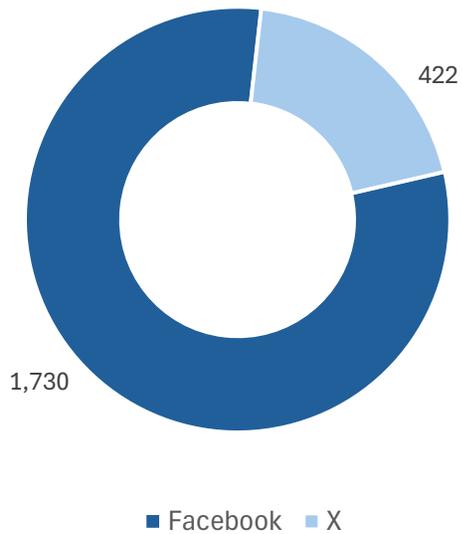
## **Complete list of zip codes for Display**

68001 , 68003 , 68014 , 68015 , 68017 , 68018 , 68025 , 68026 , 68033 , 68036 , 68040 , 68041 , 68042 , 68050 , 68065 , 68066 , 68070 , 68073 , 68602 , 68621 , 68624 , 68626 , 68629 , 68631 , 68632 , 68642 , 68643 , 68644 , 68647 , 68648 , 68649 , 68653 , 68658 , 68659 , 68661 , 68669 , 68758

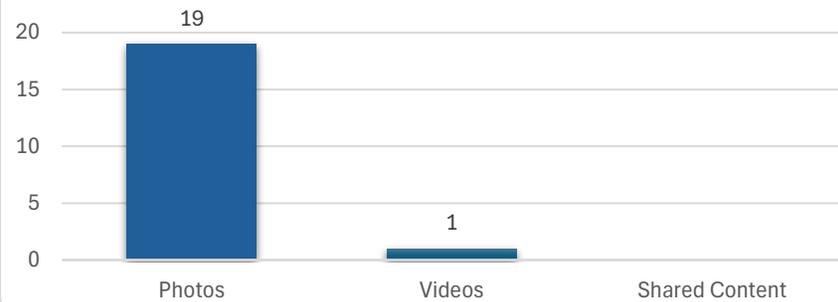


# LOWER PLATTE NORTH Natural Resources District

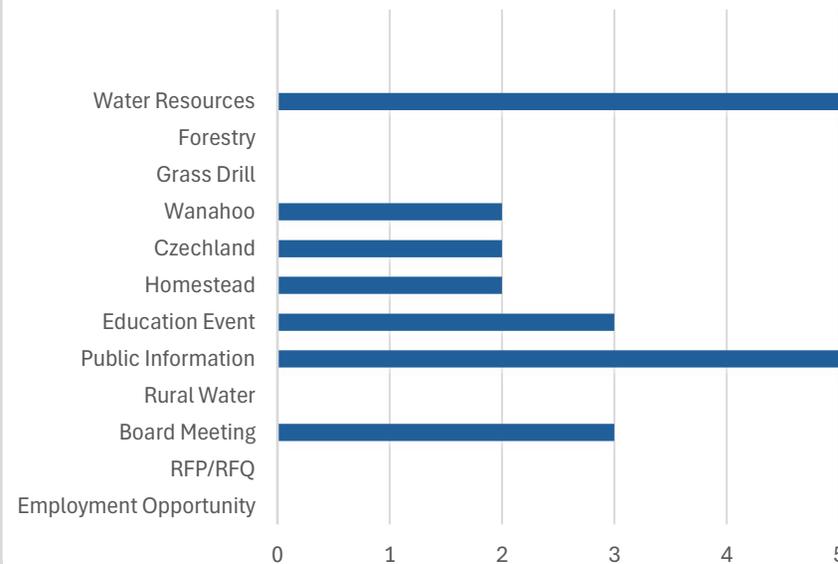
## Social Media Followers



## August 1-26 Content



## August 1-26 Post Categories



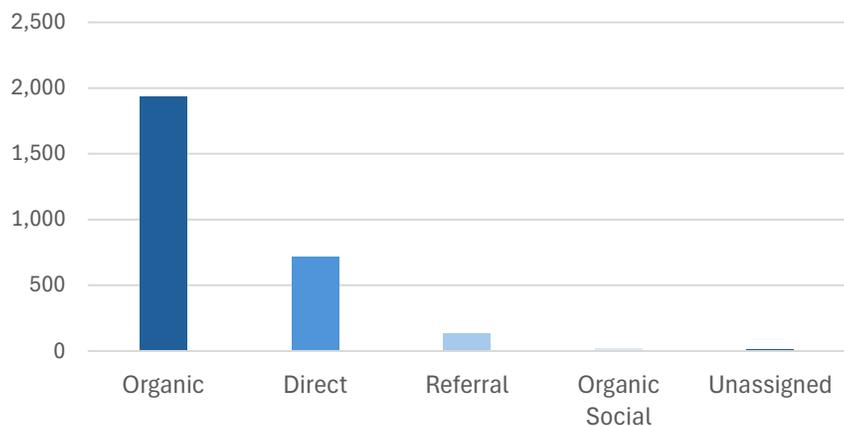
Facebook engagement ↓ 65%

X engagement ↓ 22%



# LOWER PLATTE NORTH Natural Resources District

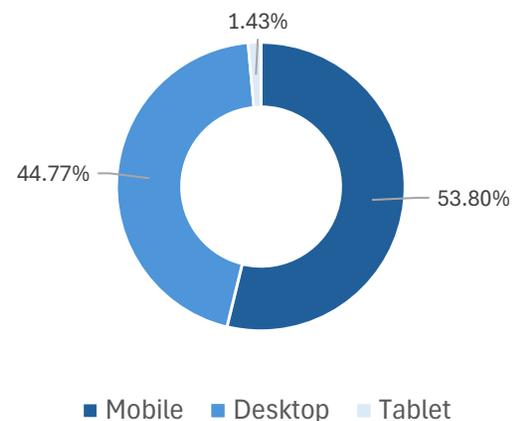
### Traffic Channels



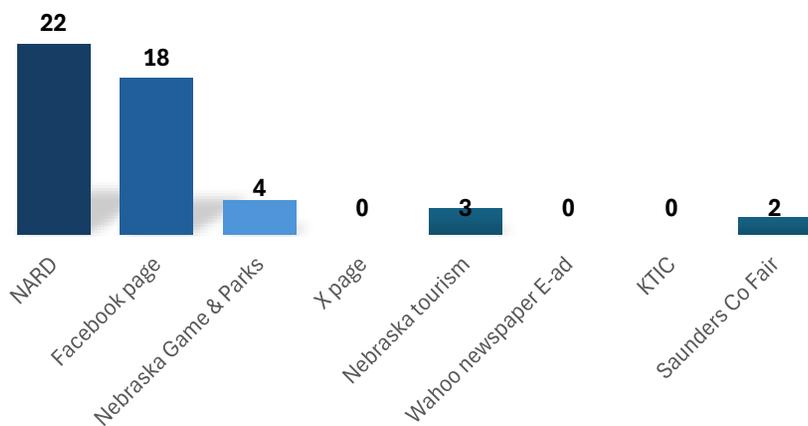
Users

↓  
26%

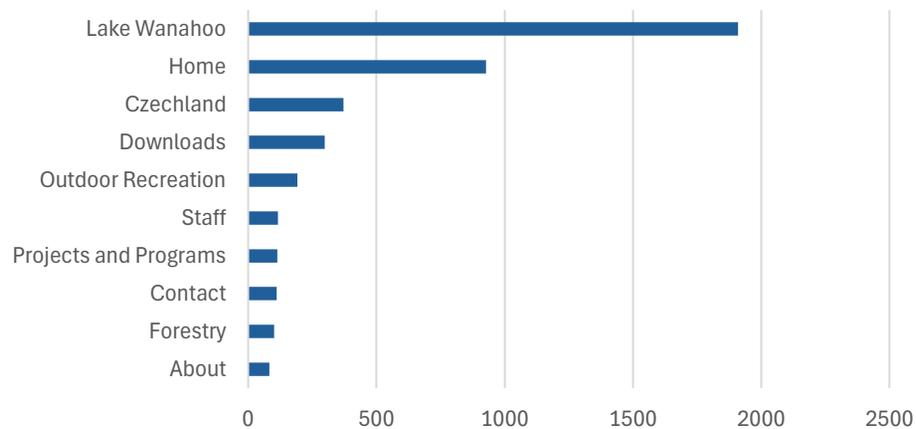
### Devices



### Traffic By Type



### Website Top 10 Pages by Users





**HEALTHY WATER,  
HEALTHY FUTURE.**



LOWER PLATTE NORTH  
Natural Resources District

*This newsletter is intended to keep you, our area's producers, knowledgeable about the latest developments, trends, and initiatives concerning water quality and quantity within the district. As the Lower Platte North Natural Resources District remains steadfast in its commitment to protecting Nebraska's groundwater for future generations, this newsletter will provide you with straightforward, informative updates, relevant data, and valuable insights into the vital work being done to manage this critical resource.*

## **Groundwater Management Plan Available for Review**

How does the Lower Platte North Natural Resources District ensure sustainable groundwater for generations to come? The answer lies in a carefully crafted document called the Groundwater Management Plan (GWMP). Over the last year, the LPNNRD has been updating the Groundwater Management Plan with current and previous information. This plan will serve as a guideline for how the district will manage groundwater for future generations.

**This is where we need your help!**

LPNNRD is asking for public review and comments of the most recent draft copy of the plan by August 25. A final public hearing will be held after all comments are addressed. If you would prefer a print copy of the draft, please contact the LPNNRD office at 402-443-4675. All comments about the plan can be sent to Daryl Andersen, LPNNRD Water Resources Manager, by email at [dandersen@lpnnrd.org](mailto:dandersen@lpnnrd.org)

[Read the GWMP](#)

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## Wellhead Protection Program Meetings

With approximately 85% of Nebraskans relying on groundwater as their source of drinking water, it is essential to protect this natural resource from contamination. By participating in the Wellhead Protection Program, communities can help safeguard their drinking water supplies now and for the future. LPNNRD has partnered with local officials to discuss the Wellhead Protection Plan in Newman Grove and Platte Center.

**August 12 at 7:00 pm in Newman Grove**

**September 15 at 7:00 p.m. in Platte Center**

Residents are highly encouraged to attend their area public hearing to discuss the Wellhead Protection Plan. This is a great opportunity to understand this voluntary initiative aimed at safeguarding public drinking water from contamination.

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**Producers are Invited to take Advantage of Text  
Message Alerts**

**What is it?** The Lower Platte North Natural Resources District is launching a new means of communication for producers – SMS texting. After signing up, producers will receive important LPNNRD functions such as public information meetings, public hearings, upcoming events, water use report information, chemigation information, well sampling information and other information relevant to important LPNNRD activities. You will not receive spam materials from the Lower Platte North Natural Resources District as part of this program.

**How often?** The frequency of these messages will vary depending on the area of the producer, specifically relating to groundwater quality and groundwater quantity areas. By opting in, you acknowledge that you may receive multiple messages per month, depending on your interactions with us. *Message and data rates may apply. Please contact your carrier with any questions regarding this.*

**How can I sign up?** Text LPNWATER to (844) 614-3120 to opt-in. A follow up message will be sent to confirm your subscription. Or visit [lpnnrd.org/downloads](http://lpnnrd.org/downloads), under the Other Water-Related Forms section you will find an opt-in form near the bottom titled "Producer/Landowner Text Message Opt-In." Additionally, the [Privacy Policy and Terms and Conditions](#) can be found in this location.

How did I get this? The Lower Platte North NRD Water Resources Department is working to ensure landowners and producers across our district are able to receive current news and updates as much as possible! We are testing a new email marketing system to assist in our communications. Stay subscribed for more updates coming soon!



**Lower Platte North Natural Resources District**

1616 County Road 17  
Wahoo, NE 68066  
402-443-4675  
[lpnnrd@lpnnrd.org](mailto:lpnnrd@lpnnrd.org)

[Privacy](#)  
[Imprint](#)  
[Unsubscribe](#)

1801 N 1st Street, Suite 3 \\\ Lincoln, NE 68528 \\\ 402.937.0984

Prepared For: Lower Platte North NRD	Contact: Lacey Sabatka	Date: Aug 26, 2025
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**Project Understanding:**

Three Pillars Media will be creating a 30 sec and cut down 15 second commercial for the Lower Platte North NRD. This will include 8 hours of filming, photography, and voiceover recording.

To accomplish this project, we'll begin with **pre-production**. In this category we will:

- Organize shoot locations and times

Once pre-production is complete, we'll move on to **production**. In this category we will:

- One crew member filming for eight hours

Once production is complete, we move to **post-production**. In this category we will:

- Edit photos and footage

**Deliverables** are the final products you will receive. For this project you will receive:

- 30 second commercial + 15 second cut down commercial + Minimum of 100 edited photos

Description	Rate/Time
Pre-production -	\$310
Production -	\$2,000
Post-production -	\$1,885
Music - Royalty free music	\$200
Travel - Mileage	\$105
<b>TOTAL - does not include applicable sales tax</b>	<b>\$4,500</b>

The above good faith estimate is made based on the assumptions of the crew and the documentation provided. The agreement below acknowledges you understand the project and the costs involved and will send final payment within 30 days of this specific project completion. Sales tax additional where applicable. We make every effort to protect your data during and after a project is completed. However, we do not guarantee that any project files or data will be stored, archived, or available beyond the project's conclusion. We recommend you retain a backup of all materials provided for your records. Three Pillars Media retains the right to use final media for its own promotional purposes, including but not limited to website, social media, and marketing materials.

Client	Three Pillars Media
Date	Date



# Lower Platte North Natural Resources District Project Proposal

Prepared by Creative Olsen, LLC



# Hey, there!

Thank you for considering us for this partnership ☒

It's time to **tell your story.**

We're Nebraska's premier media production agency. Our mission is to help you cut through the noise, engage your audience, **and** deliver business results by capturing & telling your brand story at its best.

**Have a look through this proposal, sign the agreement, and we can get rolling!**



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## Who **We Are**

**We're a small, yet versatile media agency.**

We're based in Omaha, Nebraska — but frequently travel outside of the state to take on projects wherever they take us!

## Passionate **Storytellers**

Since 2018, our team has been helping the region's top brands engage their audience & drive business results through creative strategy, video, & photography.

Through years of experience, we've refined our process to make your experience with us **seamless.**



**01 Creative Strategy**

Our work has a purpose. We work together to understand your goals & create a strategy built to deliver results.

**02 Videography**

Your brand's story drives the strength of your business. We take pride in helping you capture & tell your story the right way.

**03 Photography**

We help you capture beautiful imagery to spark that emotional connection between your brand and the audience.



# Serving the Best

From large corporations to small businesses, we serve those who **strive to never settle.**



Creative Olsen did an amazing job of taking our ideas for reaching our agriculture audience and putting it into fruition.

We couldn't be happier!

**BRIDGETT PETZOLDT**  
Black Hills Energy

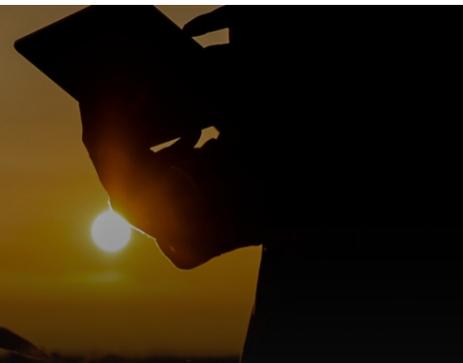


When it comes to taking your business to the next level, Creative Olsen is head and shoulders above the competition.

**RHONDA SPARKS**  
Sparks Barn



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## Your Project

**Our team has prepared the following estimate for Lower Platte North Natural Resources District, based on the projected needs for this project.**

The following estimate provides a list of project deliverables with the associated costs. This proposed partnership will allow Lower Platte North Natural Resources District to efficiently execute their project by partnering with an experienced, talented, and well-equipped creative team.

**We make the investment cost simple.** Just review the following investment table, click any add-on options you need, and head to the next page to sign our terms.

Our team will then be in touch to get things started!

## Project Details

### Overview

Capture and edit one 30-second video and 15-second version, for the Lower Platte North Natural Resources District. This video will highlight the department's mission of protecting and managing Nebraska's water resources for future generations. The video will be used to educate the public and producers, increase awareness of key programs such as well decommissioning and nitrogen management, and drive engagement across multiple platforms, including the LPNNRD website, social media, and television.

### The video should include the following elements:

- Voiceover recording provided by LPNNRD staff
- B-Roll footage of a variety of field activities and scenes outlined in the shot list
- Cinematic drone footage of the districts landscape

LPNNRD will provide a script, all talent, access to necessary on-site locations, and will

collaborate on creative direction.

[Previous Water Resources Video](#)

[Previous Video Produced by LPNNRD](#)

## **Deliverables**

30 Second Edited Video Deliverable

15 Second Edited Video Deliverable

## **Timeline**

The final production must be completed no later than May 2026

Upon signing, session(s) can be scheduled using [Creative Olsen's Booking Calendar](#)

Our standard editing turnaround time for the first draft of video(s) is 3-5 weeks once production is complete, all assets are gathered, and all client selections & approvals are provided if applicable

If requested, our standard turnaround time to deliver raw assets is 1-2 weeks once production is complete

## **Location**

Final location to be determined

## **Brand Videography Examples of Work**

We're well-versed in capturing **captivating video** to spark that emotional connection between your brand & the audience.

Below is a video reel showcasing some of our work!

For more examples, check out our website: [Creative Olsen Website](#) ☒

# Project **Investment**

We have prepared the following project investment proposal for Lower Platte North Natural Resources District.

## Project Investment

### Pre-Production Investment

Strategy, Management, & Planning

**\$375**

Includes Time for Strategy, Management, & Planning to Develop Shot Lists, Schedules, & Outlines As Needed Throughout the Project

Includes Time for Up to 1 Meeting Via Zoom

### Production Investment

Session - 1 Person Crew

**\$2,000**

Includes Session with 1 Person Production Crew for 1 Production Day (Up to 8 Hours)

Includes Set Up & Travel Time from Agency's Office in Omaha, Nebraska

Please Note: If Client Requests the Session(s) Go Over the Time Included Above, Any Additional Hours Will Be Invoiced at \$275 Per Hour

## Edit Suite Investment

**30 Second Edited Video Deliverable** **\$1,250**

Includes 1 Day (Up to 8 Hours) in the Edit Suite to Process, Sequence Together, & Edit Video Deliverable(s)

Includes Professional Color-Grading, Music Licenses, & Basic Text Animation as Needed

Video(s) Will Be Delivered Via Agency's Online Collaboration Platform for Review & Download

Includes Up to 3 Rounds of Revisions

Please Note: This Does Not Include Time for the Creation of Custom Graphics or Advanced Animation

---

**15 Second Edited Video Deliverable** **\$675**

Includes 1 Half Day (Up to 4 Hours) in the Edit Suite to Process, Sequence Together, & Edit Video Deliverable(s)

Includes Professional Color-Grading, Music Licenses, & Basic Text Animation as Needed

Video(s) Will Be Delivered Via Agency's Online Collaboration Platform for Review & Download

Includes Up to 3 Rounds of Revisions

Please Note: This Does Not Include Time for the Creation of Custom Graphics or Advanced Animation

## Travel Investment

**Mileage @ IRS Rate (\$0.70/Mile)**

Includes Mileage @ the IRS Rate from Agency's Office in Omaha, Nebraska to the Session Location & Back

Mileage Will Be Calculated and Invoiced Once Locations and Schedules are Finalized and Booked

Estimated Miles: TBD

---

**Project Total** \$4,300

**Please Note:**

This proposal includes the services outlined and general equipment for execution. This estimate does **not** include additional location fees, studio fees, talent fees, voice over fees, additional equipment rental fees if needed or requested, or travel expenses of any kind that are outside of what's already outlined in this proposal. Client will be responsible for any additional costs.

We're holding space for this project for **30 days** from the date of issue of this proposal. After that, the investment, availability, or scope may need to be revisited before moving forward.

**Ready to get started?**

**Head on over to the next page to sign!**



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# Sign Agreement

If you have picked your investment option(s) and are ready to proceed, just read our terms and conditions below and then sign the digital signature block at the bottom of this page!

## TERMS & CONDITIONS

This Project Agreement (the “Agreement”) is entered into as of 18th August 2025, by and between Creative Olsen (“Agency”), and Lower Platte North Natural Resources District (“Client”). Agency and Client are collectively referred to as the “Parties.” In consideration of the mutual promises and covenants herein, the Parties agree as follows:

### 1 | Definitions

As used herein and throughout this Agreement:

#### **1.1 Proposal.**

Means the document titled “Project Proposal,” “Estimate,” or similarly labeled file prepared by Agency and provided to Client for review and approval. The Proposal includes the Scope of Work, project timelines, Deliverables, investment breakdown, and any applicable terms specific to the engagement. The Proposal is hereby incorporated into this Agreement by reference. In the event of any conflict between the Proposal and the body of this Agreement, the terms of this Agreement shall govern unless the Proposal expressly states otherwise.

## **1.2 Agreement.**

Means the entire content of this Basic Terms and Conditions document, the Proposal document(s), together with any other Supplements designated below, together with any exhibits, schedules, or attachments hereto.

## **1.3 Services.**

Means all services to be provided by Agency to Client under this Agreement, as described in this Agreement and any attached Scope of Work or proposal. Services may include photography, videography, editing, and related creative tasks to meet Client's marketing and content needs.

## **1.4 Deliverables.**

Means the work product and tangible or digital materials that Agency is required to deliver to Client as a result of performing the Services. The Deliverables (such as photographs, videos, or other content) are described in the agreed Scope of Work and will be delivered in the format(s) specified.

## **1.5 Final Deliverables.**

Means the final versions of the Deliverables that have been accepted by the Client. Final Deliverables are the completed work product that Agency will provide to Client upon completion of each task or project milestone, as applicable, under this Agreement.

## **1.6 Creative Olsen Tools.**

Means all pre-existing or newly developed tools, equipment, software, technology, know-

how, processes, templates, and methodologies used by Agency in the course of providing the Services. Creative Olsen Tools include, without limitation, camera equipment, lighting, editing software, source code, presets, fonts, and other design or development tools that are not specifically created for or delivered as part of the Final Deliverables.

### **1.7 Client Content.**

Means all materials, assets, information, logos, graphics, trademarks, text, video, photography, or other content provided by Client to Agency for use in performing the Services or integrating into the Deliverables. Client Content may include branding guidelines, previously created media, or any other content Client supplies.

### **1.8 Third Party Materials.**

Means any third-party owned materials or content that are incorporated into the Deliverables or used in the provision of Services. Third-Party Materials may include stock photographs, stock video footage, music or sound effects, illustrations, fonts, or software licensed from third parties.

### **1.9 Trademarks.**

Means all trademarks, service marks, trade names, business names, logos, symbols, or slogans that are provided by Client or created by Agency in the course of the Services, and which are intended to identify or be used in connection with Client's goods or services. This includes Client's existing brand names and any new logo or design developed as a Deliverable intended to function as a trademark for Client.

### **1.10 Project Term.**

Means the period of the engagement under this Agreement, subject to the term and

termination provisions herein.

### **1.11 Scope of Work.**

Means a detailed description of the Services, Deliverables, timeline, and other project specifics for this project engagement, as agreed by the Parties. The Scope of Work is outlined in the “Project Details & Investment” section of the Proposal, which is incorporated into this Agreement by reference. In the event of any conflict between the Scope of Work and this Agreement, the terms of this Agreement shall prevail unless the Scope of Work explicitly overrides specific provisions in writing.

### **1.12 Scope Add-On.**

Means any written modification, addition, or extension to the original Scope of Work under this Agreement that expands or alters the Services, Deliverables, timelines, personnel, or associated fees. A Scope Add-On must be documented in writing (such as via email or proposal platform), clearly describe the additional work or costs, and be mutually approved by both Parties prior to execution. All Scope Add-Ons are treated as formal amendments or Change Orders under this Agreement and are subject to the same terms and payment obligations unless otherwise specified.

*Any other capitalized terms used in this Agreement have the meanings given to them in the context of their use or as defined elsewhere in this Agreement.*

## **2 | Term of Agreement**

### **2.1 Term Length.**

This Agreement commences on 18th August 2025 (the “Effective Date”) and shall remain in

effect until the earlier of:

- (a) the completion of all Services and delivery of Final Deliverables under this Agreement,
- (b) nine (9) months from the Effective Date, or
- (c) termination in accordance with Section 2.2 below.

This Agreement is intended solely for a single, defined project engagement. The Parties acknowledge that this is not a retainer agreement and does not provide for ongoing or recurring Services unless explicitly stated in the Scope of Work.

## **2.2 Termination & Abandonment.**

Either Party may terminate this Agreement prior to project completion by providing written notice, subject to the following:

- If Client terminates the project after work has commenced, all payments made are non-refundable, and any unpaid balance for Services already rendered (including applicable milestone or production-stage payments) shall become immediately due.
- If Agency terminates the Agreement due to breach or non-responsiveness by Client, all outstanding fees shall also become due as described above.

If Client fails to respond to Agency communications, requests for materials, or approvals for a continuous period of thirty (30) calendar days—despite at least two (2) documented follow-up attempts—Agency may deem the project abandoned. In such case:

- This Agreement will be considered terminated by default.
- All unpaid balances will become due immediately.
- Any further work will require a new agreement and may be subject to a reactivation fee starting at 20% of the original project cost (or \$500.00, whichever is greater).

This section is intended to preserve Agency's ability to maintain efficient workflows and project timelines, and to protect against indefinite delays or unresponsiveness.

## **3 | Scope of Services**

### **3.1 Services Provided.**

Agency agrees to provide the Services to Client as outlined in the "Project Details & Investment" section of the Proposal, which is incorporated into this Agreement and

constitutes the Scope of Work for this one-time engagement.

Services may include photography, videography, editing, and other creative production tasks as defined in the Scope of Work. Each project is customized to the needs and deliverables outlined in the Proposal and may involve pre-production planning, on-location production, and post-production editing to produce final assets (such as videos and/or images).

The Scope of Work defines the total production effort, creative direction, and editing time included in this Agreement. Services do not include additional creative elements (e.g., motion graphics, animation, voiceover, scripting, advanced image retouching) unless specifically stated in the Proposal.

Agency will perform the Services using reasonable professional efforts consistent with industry standards, and in accordance with the timelines and deliverables set forth in the Scope of Work. Any Services not explicitly included are considered out-of-scope and subject to additional fees if requested by Client (see Section 3.4 – Scope Add-Ons).

### **3.2 Client Meetings.**

All Client meetings under this Agreement shall be conducted virtually via Zoom or by phone. In-person meetings are not included as part of Agency's standard workflow in order to maintain efficiency and ensure consistent documentation. The number of meetings included in this project are limited to those explicitly outlined in the Scope of Work.

If Client requests additional meetings beyond those specified, Agency may, at its sole discretion, agree to accommodate the request as a Scope Add-On. Additional meetings may be subject to scheduling availability and will incur additional fees, billed at Agency's standard hourly rate or as a flat fee, depending on the nature of the request.

All meetings must be scheduled in advance and confirmed in writing. Agency is not obligated to accept unscheduled or recurring meetings outside the original project scope.

### **3.3 No Implied Services.**

Client acknowledges that the Services and Deliverables under this Agreement are strictly limited to those expressly outlined in the Scope of Work included in the Proposal. This Agreement covers only the project-specific work described and does not include ongoing services, maintenance, or future content updates unless explicitly stated.

Any work not clearly described in the Scope of Work—including additional production days, additional deliverables, additional editing, or additional rounds of revisions beyond what is specified—is considered out of scope and will not be performed by Agency without prior written approval and agreement on additional fees.

Agency is under no obligation to perform any services or deliverables not specifically listed. All out-of-scope requests must be approved in writing by both Parties and will be treated as Scope Add-Ons or formal Change Orders under this Agreement.

### **3.4 Scope Add-Ons (Additional Services Beyond Scope).**

If Client requests additional services, deliverables, revisions, or production time beyond the agreed Scope of Work—or seeks to make changes that impact the timeline, complexity, or overall volume of Services—the following process will apply:

#### **Scope Modifications**

Any proposed additions or changes to the Scope of Work will be documented in writing as a “Scope Add-On.” Each Scope Add-On must clearly define the expanded services, updated timeline (if applicable), and any additional fees associated with the request.

#### **Approval Required**

All Scope Add-Ons must be reviewed and approved in writing by both Parties prior to commencement of any additional work. Agency is not obligated to provide any services outside the original Scope of Work without a mutually approved Scope Add-On. Agency also reserves the right to decline requests that fall outside its current capacity or availability.

#### **Additional Fees**

Out-of-scope work will be quoted and billed separately from the original project fee. Additional services may be billed at Agency’s hourly rate or a flat rate, depending on the nature of the request. Additional editing time beyond what is scoped may be billed at \$150/hour with a one-hour minimum.

#### **Responsibility for Clear Scope Usage**

Client is responsible for reviewing the Scope of Work carefully and ensuring any desired content, deliverables, or revisions are communicated within that framework. Delays, missed content, or requests made outside the approved scope may require a Scope Add-On and adjusted delivery timeline.

#### **Change Orders**

For legal purposes, all approved Scope Add-Ons shall be considered formal Change Orders under this Agreement and are subject to the same terms and payment conditions.

### **3.5 *Response Times.***

Agency operates during normal business hours: Monday through Friday, 9:00 AM – 5:00 PM (Central Time). Agency observes holidays and may have limited availability during these times. Agency strives to respond to all messages within one business day; however, response times may vary depending on current workload, the nature of the inquiry, and team availability. If Agency has team members out of the office, responses may take longer. While Agency cannot guarantee immediate response times, Agency will always do their best to reply as quickly as possible. For time-sensitive matters, Agency recommends Client to plan ahead to allow for adequate communication and scheduling.

### **3.6 *Editing Process Access Restrictions.***

To preserve the integrity of Agency's creative process, maintain editing efficiency, and honor the hybrid structure of Agency's editing team (including remote editors), Client shall not attend, participate in, or observe the editing process in real-time, whether in person or virtually.

Agency retains full creative control and discretion over the editing workflow, including but not limited to pacing, sequencing, visual direction, and editorial decisions. Client feedback is welcomed and encouraged through the designated review and revision process as outlined in Sections 4.5 and 4.6.

This policy is designed to ensure smooth collaboration, prevent workflow disruptions, and support consistent quality across all Deliverables.

### **3.7 *Crew Breaks for Extended Sessions.***

For any session lasting longer than four (4) hours, Client agrees to provide a minimum 30-minute lunch or meal break for Agency's crew. This break shall not be considered part of the shoot time and must occur at a mutually agreed point during the session. If no suitable break is provided, Agency reserves the right to pause production for the required break.

## 4 | Timelines, Approvals, & Revisions

### 4.1 *Scheduling Sessions.*

Agency operates on a first-come, first-served basis for production sessions. To schedule a session, Client should use Agency's designated online scheduling tool, which displays real-time availability. All production sessions should be booked through this system or confirmed directly via email and are subject to Agency's availability.

To increase the likelihood of securing preferred dates, Client is strongly encouraged to book production sessions at least four (4) weeks in advance. Scheduling requests are not guaranteed until confirmed through the booking tool and/or acknowledged by Agency.

Any rescheduling requests must be submitted in writing and are subject to Agency's availability. Agency will make reasonable efforts to accommodate rescheduling, but availability cannot be guaranteed. Delays in scheduling or rescheduling sessions may impact deliverables and turnaround timelines, for which Agency is not responsible.

### 4.2 *Cooperation & Session Changes.*

Agency and Client agree to cooperate and communicate during the planning phase to ensure the best possible results. All session details, including timing, location, and logistics, must be confirmed in advance. Any changes to session details—including, but not limited to, start time, location, or duration—must be submitted in writing to [frontdesk@creativeolsen.com](mailto:frontdesk@creativeolsen.com) and are subject to Agency's availability. A session change is not confirmed until written acknowledgment is received from Agency.

Agency is not responsible for missed sessions, delays, or conflicts caused by uncommunicated changes. Likewise, Agency is not responsible for missed content (images and/or video) resulting from:

- (a) Client's failure to communicate essential details,
- (b) Client making changes to a pre-discussed itinerary less than seven (7) days before the session, or
- (c) delays that cause the session to run off schedule.

### 4.3 **Hazardous Conditions & Rescheduling.**

Agency prioritizes the safety of its team and clients. In the event of hazardous conditions, including but not limited to severe weather (e.g., snowstorms, severe thunderstorms, hurricanes, flooding, extreme temperatures), natural disasters, or other circumstances that may create unsafe travel or working conditions, Agency reserves the right to reschedule any planned session. Agency will make reasonable efforts to provide advance notice of rescheduling whenever possible. In such cases, the session will be rescheduled to the earliest mutually available date without penalty to either party. If rescheduling is not possible due to ongoing hazardous conditions, Agency and Client will discuss alternative solutions in good faith. Agency shall not be held liable for any delays, losses, or additional costs incurred by the Client due to session rescheduling resulting from hazardous conditions.

*If a session cannot be rescheduled and is instead canceled, the terms of Section 4.4 (Weather-Related Cancellations & Kill Fee) shall apply.*

### 4.4 **Weather-Related Cancellations & Kill Fee**

If a scheduled production session must be cancelled due to factors outside of the Client's and Agency's control – such as inclement weather, safety concerns, or force majeure events (as defined in Section 15) – the following terms shall apply:

#### **Kill Fee – Pre-Travel Cancellations**

If cancellation occurs *prior* to the Agency commencing any session-related travel, equipment loading, or crew mobilization, the Client agrees to pay a Kill Fee equal to 50% of the production session rate for each affected session. This Kill Fee covers the cost of production resource holds, production preparation, and third-party expenses incurred by the Agency. For clarity, the Kill Fee is charged in place of, not in addition to, the standard session rate for the canceled production session.

#### **Full Session Fee – Post-Travel Cancellations**

If cancellation occurs *after* Agency has begun any session-related travel, loading of equipment, or crew mobilization, the session is considered in progress and the Client agrees to pay the full session rate, even if production cannot proceed due to weather or other uncontrollable circumstances. This reflects the session commitment of resources and lost production opportunity.

#### **Exceptions – Client-Initiated Cancellations**

This provision does not apply to cancellations, postponements, or scope reductions initiated solely by the Client for internal reasons (e.g., budget changes, shift in strategy, decision to forgo production, etc.). In such cases, the originally agreed-upon project fee remains due in

full, unless otherwise agreed upon in writing.

### **Rescheduling & Additional Costs**

If a production session is rescheduled due to weather or similar uncontrollable circumstances, and all parties are available within a reasonable time frame, no Kill Fee will apply, and the project will proceed as planned. However, if rescheduling is not possible or the session is ultimately foregone, the applicable Kill Fee or Full Session Fee (as outlined above) will apply. Rescheduling that causes additional direct costs (such as crew change fees, lost bookings, or rental penalties) will be billed to the Client. Agency will make reasonable efforts to minimize these costs and provide documentation upon request.

### **Payment Application**

In the event a Kill Fee or additional Full Session Fee(s) applies, the total project fee will be adjusted accordingly. Any advance payments made (such as the standard project deposit) will be credited toward the revised project total. Any remaining balance will be invoiced based on the updated amount due. The deposit remains non-refundable and will be applied to the final invoice as appropriate.

*This clause supplements, and does not limit, the Client's obligations under Section 5.3 (Non-Refundable Payments).*

## **4.5 Turnaround Times.**

Agency will strive to meet all agreed deadlines and provide Deliverables and revision updates in a timely manner. Standard turnaround time for edited images and first video drafts is 3–5 weeks from the later of the following:

- (1) Completion of production,
- (2) Receipt of all necessary assets and materials from Client, or
- (3) Client's final selections or approvals, if applicable.

Turnaround times may vary based on workload, complexity, and Client responsiveness. Each round of revisions may take 1–2 weeks depending on the scope and quantity of changes requested. Agency is not responsible for delays caused by:

- Late feedback or approvals from Client
- Third-party delays or unforeseen circumstances

Rush delivery may be available upon request and subject to Agency's capacity. Rush projects are billed at a premium fee and must be approved in writing by Client before work begins.

## 4.6 **Client Review and Approval.**

Client agrees to review all Deliverables promptly upon delivery. Unless otherwise specified in the Scope of Work, Client shall submit any revision requests or written approval within fourteen (14) calendar days of receiving the initial Deliverables.

If Client fails to respond within this 14-day review window—despite at least one documented follow-up from Agency—the Deliverables shall be considered approved by default, and Agency may proceed with final invoicing. No further revisions will be made unless agreed to through a Scope Add-On (see Section 3.4).

All feedback and revision requests must be submitted in writing and/or via Agency's designated review platform. Feedback should be clear, specific, and consolidated where possible. Agency is not responsible for delays in project completion resulting from late or unclear feedback, delayed approvals, or missing materials from Client.

## 4.7 **Revisions.**

Client is entitled to the number of revision rounds per Deliverable as specified in the Scope of Work. All revision requests must be submitted in writing within fourteen (14) calendar days of receiving the initial Deliverables, in accordance with Section 4.6.

### **Scope of Revisions**

Revisions are intended to allow for refinements that align with the original creative direction and the agreed-upon Scope of Work. Revisions may include, but are not limited to:

- Adjustments to text, timing, or visual sequencing
- Minor retouching or color grading refinements
- Cropping, pacing, or soundtrack timing tweaks in video
- Minor layout or design corrections

### **Out-of-Scope Changes**

Revisions that fall outside the original concept, significantly alter the creative direction, or require substantial rework may be deemed out of scope. Examples of out-of-scope changes include:

- Requests for additional versions, formats, or orientations not included in the Scope
- Significant restructuring of approved video edits or sequences
- Advanced image retouching (e.g., removal of eyeglass glare, skin retouching, wardrobe fixes, etc.)
- Edits that require reshoots or supplemental production

Any such requests will be subject to additional fees and must be approved through the

Scope Add-On process outlined in Section 3.4. Additional editing is billed at \$150.00/hour with a one-hour minimum unless otherwise agreed in writing.

### **Revision Timelines**

Each round of revisions may take 1–2 weeks to complete, depending on the volume and complexity of changes and Agency’s production capacity. Rush revisions may be available upon request and are subject to availability and additional fees.

### **Finalization of Deliverables**

Once the included revision rounds are completed—or the revision window has expired without Client response—Deliverables will be considered final. Any further changes shall be treated as out-of-scope and require a Scope Add-On.

## **4.8 Approval and Acceptance.**

A Deliverable will be considered approved when either:

- (1) Client provides written approval, or
- (2) Client fails to provide revision requests or feedback within the fourteen (14) day review period outlined in Section 4.6, despite at least one documented follow-up from Agency.

Once a Deliverable is approved—either explicitly or by default—it shall be considered final and will be prepared for final delivery. Any revision requests submitted after approval will be considered out of scope and may be subject to additional fees, in accordance with Section 3.4 (Scope Add-Ons).

Approved Deliverables may not be altered or reused by Client outside the intended scope without Agency’s written consent. Final Deliverables will not be released in full until the final payment has been received, as outlined in Section 5.6 (No Release Before Payment).

## **4.9 Session Splitting Restrictions.**

Client may not divide or “split” a single production session into multiple shorter sessions across different days (for example, dividing a full-day session into two half-day sessions), unless such an arrangement is expressly approved in writing by Agency in advance. Each scheduled session is to be treated as a complete unit of work, as defined in the Scope of Work and confirmed through the booking process.

Any request to split or restructure sessions across multiple days will be considered a Scope

Add-On and may incur additional fees, subject to Agency's availability and approval. Agency reserves the right to decline such requests based on resource limitations, logistical challenges, or scheduling conflicts.

#### **4.10 *Image Retouching Limitations.***

If applicable based upon the project Scope of Work, images that are edited by Agency will bear the same style, tone, and quality as those presented in Agency's portfolio at the time of booking. The objective of editing under this Agreement is to create beautiful, professional, and realistic images that reflect Agency's standard style.

Client acknowledges that advanced or cosmetic edits—including but not limited to the removal of eyeglass glare, braces, heavily wrinkled clothing, or visible sunburn—are not included as part of the standard editing process. Such requests are considered out-of-scope and require a separate Scope Add-On.

Advanced editing services must be requested in writing and, if accepted by Agency, will be billed at a rate of \$150.00 per hour with a one-hour minimum, unless otherwise agreed in writing. These rates are subject to change without notice and will be quoted based on the nature and extent of the retouching requested.

Client is responsible for reviewing Deliverables promptly and communicating any advanced editing requests within the revision window outlined in Section 4.6. Failure to request such edits during the applicable review period may require a Scope Add-On and extended turnaround time.

#### **4.11 *Session Disruption Due to Illness or Emergency.***

In the rare event that Agency personnel become unexpectedly ill, injured, or otherwise incapacitated and are unable to perform Services on a scheduled production day tied to a time-sensitive or non-repeatable event (such as a live performance, one-time event, or similar occurrence), Agency shall promptly notify Client as soon as reasonably possible.

Agency will make good faith efforts to secure a qualified replacement or subcontractor from within its network, but cannot guarantee availability. If a suitable replacement cannot be secured in time, and the session cannot be rescheduled or recreated, Agency's liability shall be strictly limited to a refund of the portion of project fees directly associated with the missed session.

Client acknowledges that the nature of live event capture includes risks beyond Agency's control, and agrees that Agency shall not be held liable for consequential damages, loss of footage, or event-specific marketing delays resulting from such an occurrence.

Client is encouraged to maintain a contingency plan or consider hybrid documentation options where feasible (e.g., secondary capture solutions or alternate vendors) for high-stakes or one-time-only events.

For clarity, this section is separate from and in addition to Force Majeure terms outlined in Section 15.

## 5 | Payment Terms

### 5.1 ***Project Fee and Payment Schedule.***

In consideration for the Services provided under this Agreement, Client agrees to pay Agency the total project fee as outlined in the "Project Details & Investment" section of the Proposal. This fee includes all Services and Deliverables described in the Scope of Work and is subject to the following payment schedule:

#### **Standard Payment Schedule:**

- **50% Down Payment Upon Signing** – Due upon signing of this Agreement. This payment is non-refundable under any circumstances, including project cancellation by Client.
- **For Projects with Both Production and Post-Production:**
  - **25% Payment Upon Production Completion** – Invoiced upon completion of production, including any additional costs incurred during production, if applicable.
  - **25% Final Payment Upon Project Completion** – Invoiced upon completion of the project, defined as the point at which all Deliverables have been provided and any Client-requested revisions (submitted within the designated review period) have been implemented.
- **For Projects that Include Only Production or Only Post-Production:**
  - **50% Final Payment Upon Project Completion** – Invoiced upon completion of the applicable service phase. If the project includes only production, the final 50% will be due upon production completion. If the project includes only post-production, the final 50% will be due upon delivery of all Deliverables and implementation of any approved revisions requested within the designated review window.

#### **Planned Travel Expenses (if applicable):**

In accordance with Section 6.1, 100% of planned travel expenses will be invoiced upon signing

and must be paid in full along with the down payment. Travel expenses are non-refundable once booked, unless refundable by the provider.

Client agrees to pay all invoices within thirty (30) calendar days of receipt. No Final Deliverables will be released until the project has been paid in full. All payments made are non-refundable regardless of project cancellation, delay, or early termination by Client.

## **5.2 Payment Methods.**

All payments must be made in U.S. Dollars (USD). Agency offers ACH payment, Check payment, and Credit Card payment methods to Client. If Client chooses Credit Card as their payment method, a 3% convenience fee of the invoice amount will be charged to Client for any and all invoices paid by Credit Card.

## **5.3 Non-Refundable Payments.**

All payments made under this Agreement are non-refundable, including the initial down payment, milestone payments, and any approved additional costs or travel expenses. This policy applies regardless of project cancellation, delay, or early termination initiated by Client.

Client acknowledges that by entering into this Agreement, Agency is reserving specific time, personnel, and resources for the duration of the project and may decline other work as a result. Accordingly, Client remains responsible for payment in full of the agreed-upon project fee, even if the project is delayed, reduced in scope, or canceled by Client after work has commenced.

No portion of payments already made shall be refundable unless:

- (a) required by applicable law, or
- (b) in the event of a material breach by Agency that causes Client to terminate the Agreement, in which case any refund shall be limited to unearned fees for work not performed as of the termination date.

This section shall survive the termination of this Agreement for any reason.

## **5.4 Late Payments.**

All invoices issued under this Agreement are due and payable upon receipt or by the due date specified on the invoice, in accordance with the payment schedule outlined in Section 5.1. If any payment is not received within thirty (30) calendar days of the invoice date, it shall be deemed past due.

Past due amounts will incur a late fee of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower. Late fees will be calculated from the original invoice due date until payment is received in full.

Agency reserves the right to take the following actions if any payment remains outstanding beyond the stated due date:

- Pause or suspend all Services under this Agreement,
- Withhold all Deliverables and usage rights until the account is brought current,
- Delay any ongoing or scheduled work until payment is received.

Client shall be responsible for all costs incurred by Agency in collecting overdue amounts, including reasonable attorneys' fees, court costs, and collection agency fees. Payments received shall be applied first to accrued late fees and then to the outstanding principal balance.

## **5.5 Payment Conditions and Suspension.**

If any invoice payment is not received by the specified due date, Agency reserves the right to suspend all Services under this Agreement until all outstanding amounts—including any applicable late fees (see Section 5.4)—have been paid in full.

Such suspension of Services due to non-payment shall not be considered a breach by Agency. During any suspension period:

- Agency is not responsible for missed deadlines, delays in Deliverables, or rescheduling conflicts.
- Any timelines outlined in the Scope of Work shall be considered paused and may be adjusted upon resumption of Services.

If non-payment persists beyond thirty (30) days despite Agency's documented follow-up attempts, Agency may also consider the project abandoned in accordance with Section 2.2, and Client shall remain responsible for the entire remaining project balance, regardless of whether Services are completed.

Agency shall not be liable for any damages, delays, or loss of use resulting from a payment-

related suspension initiated under this section.

## **5.6 No Release Before Payment.**

Client acknowledges that Agency is under no obligation to deliver any Final Deliverables or provide continued access to completed work until all payments due under this Agreement (as outlined in Section 5.1) have been received in full.

This includes Agency's right to:

- Withhold delivery of final files,
- Revoke access to review platforms or shared folders,
- And pause any further work or communication related to the project.

All licenses or usage rights granted to Client for Deliverables (as described in Section 8) are expressly conditioned upon full payment of all outstanding amounts, including any applicable late fees or additional costs.

Until final payment is made:

- Agency retains all rights, title, and interest in and to the Deliverables,
- Client may not use, publish, distribute, or modify any Deliverables provided,
- And any unauthorized use of unpaid content shall be considered a material breach of this Agreement.

## **5.7 Taxes.**

Agency's fees do not include any applicable sales or use taxes. While Agency does not currently charge tax on Services, Client acknowledges that if any taxes are determined to be applicable in the future, they shall be Client's responsibility unless exempt by law.

## **5.8 Proposal Validity.**

All pricing, deliverables, and terms outlined in the Proposal are valid for thirty (30) calendar days from the date of issuance. If this Agreement is not signed by Client within that period,

Agency reserves the right to update or revise the Proposal before execution. Once signed, the pricing and terms are binding for the duration of the Agreement, subject to any approved Scope Add-Ons.

## 6 | Additional Costs & Expenses

### 6.1 ***Additional Costs and Expenses.***

The project fees outlined in Section 5 covers only the Services and Deliverables explicitly included in the Scope of Work. It does not include any third-party or out-of-pocket expenses that may be required to support the creative direction, logistics, or production needs of the project.

To ensure transparency and alignment, Client's written approval is required in advance for any of the following:

- Any individual expense exceeding \$100.00,
- Any group of related expenses totaling more than \$100.00,
- All travel, additional crew, specialized equipment rentals, props, licensed media (e.g., stock footage, music), or other costs not already included in the base Scope of Work.

Once approved, these expenses will be either:

- Invoiced separately upon purchase, or
- Included as line items in the next scheduled invoice.

Agency will not proceed with any billable third-party purchases or financial commitments without prior written approval from Client. However, any delays in securing such approvals may impact project timelines, for which Agency is not responsible.

The subsections that follow outline the most common categories of additional costs that may arise under this Agreement, including travel-related expenses, equipment rentals, props and styling, and licensed media.

#### **Stock Assets & Licensing**

If stock video footage or other third-party media assets are requested by Client—or deemed necessary by Agency to support the creative direction of the Deliverables—Agency will source and implement preview (watermarked) versions for Client review.

Stock asset license fees start at \$150.00 per clip, track, or item, which includes the cost of the license for standard usage. If any selected asset exceeds this base rate, Agency will notify Client and seek written approval prior to purchase.

All licensed stock assets are billed in addition to regular project costs and will be invoiced separately or as a line item in the next invoice. Licensing terms will be consistent with the asset provider's usage rights and reviewed by Agency to ensure suitability for the intended use.

### **Equipment Rentals**

While Agency maintains equipment suitable for most production needs, certain projects may require specialized rentals to support the creative direction, technical requirements, or complexity of the shoot. This may include, but is not limited to, lenses, lighting, sound gear, camera rigs, or other production-specific equipment.

One common example is interview capture:

Unless otherwise specified in the Scope of Work, all interview sessions include a standard two-camera setup. If Client requests additional camera angles, stylized multi-cam setups, or other enhanced configurations, additional equipment may be required. These upgrades will be treated as out-of-scope and handled through the Scope Add-On process.

In any scenario where equipment rentals are needed:

- Agency will consult internally (e.g., with our Creative Director) to determine the necessary gear and identify associated rental costs.
- Agency will provide a Scope Add-On proposal with the breakdown of the rental costs for Client approval in advance.
- Approved rentals will be invoiced separately or included as line items in the next scheduled invoice.

All rentals are subject to availability. Agency is not responsible for delays or limitations caused by third-party rental providers or supply chain constraints.

### **Props & Styling Support**

Unless otherwise agreed in writing, Agency is not responsible for sourcing, purchasing, or providing props, set pieces, wardrobe, or other styling elements required for production. It is solely Client's responsibility to supply all props and production materials needed to support their creative vision.

If Agency agrees in writing to assist with prop sourcing, shopping, or preparation:

- Services will be billed at \$150.00 per hour, with a 2-hour minimum
- Client will also reimburse all costs associated with purchased props, materials, or supplies
- All prop-related hours and purchases must be pre-approved in writing before procurement

Agency is under no obligation to provide styling services or manage props unless explicitly approved through the Scope Add-On process.

Any physical props purchased by Agency on Client's behalf shall become the property of Client once payment is received in full.

### **Additional Crew Requirements**

The Scope of Work included in this Agreement defines the number of Agency personnel (e.g., camera operators, assistants, production crew) allocated for each production session. Services are limited to the crew count included in the Scope of Work.

If additional crew is required—either due to the complexity, scale, or creative direction of the project, or by specific request from Client—such additions will be treated as an out-of-scope cost and subject to the Scope Add-On process. In such cases:

- Agency will provide a written recommendation outlining the proposed crew role(s), the rationale for the addition, and associated costs
- No additional crew will be secured without Client's written approval
- Once approved, crew costs will be invoiced separately or added to the next scheduled invoice as a line item

Crew rates vary depending on role, duration, production needs, and any required equipment. All approved crew will be sourced, scheduled, and managed by Agency in alignment with the overall production plan.

### **Voiceover & Talent Fees**

If the project requires any third-party creative talent (e.g., voiceover artists, actors, models) not already included in the Scope of Work, Agency may assist in coordinating talent options and securing Client's written approval before booking. Client is responsible for all approved talent-related fees, including usage rights, union fees, buyouts, or other licensing costs. These fees may also include Agency's management fees for talent coordination and handling. Depending on the arrangement, costs may be billed directly by the provider or invoiced by Agency.

### **Travel & Related Expenses**

If the Services require travel outside of Agency's local area (defined as beyond 30 miles from Agency's office in Elkhorn, NE), Client agrees to cover travel-related expenses, including:

- Mileage at the current IRS rate
- Lodging, airfare, and ground transportation as needed
- Per diem of \$85.00 per person per day
- Crew travel time of 3 hours or more may incur additional fees

All travel must be pre-approved in writing by Client before booking. Once approved, Agency will coordinate arrangements and invoice for the full estimated travel costs, which are due within five (5) business days of invoicing.

### **Location Scouting**

Unless otherwise included in the Scope of Work, Location Scouting is not part of Agency's standard services. If Client requests location scouting—such as researching, visiting, photographing, or evaluating potential shoot locations—Agency may agree to provide these

services as a Scope Add-On, subject to availability.

Location Scouting services start at \$250.00 per session. Final pricing will be determined based on the total time required for the scouting session, including travel time, and will be outlined in a Scope Add-On proposal for Client's review and written approval. Travel-related expenses incurred in connection with scouting—such as mileage, lodging, or meals—will be billed separately in accordance with the travel terms outlined in this Agreement.

No location scouting services will be provided without prior written approval from Client. Once approved, the associated fees and expenses will be invoiced separately or included as a line item in the next scheduled invoice.

### **Rush Delivery Fees**

If Client requests expedited delivery of any Deliverables—defined as delivery in less than three (3) weeks from the later of:

- (1) completion of production,
- (2) receipt of all necessary materials and assets from Client, or
- (3) Client's final selections or approvals—Agency may, at its sole discretion, agree to accommodate such a request, subject to availability and workload.

Rush delivery is considered out-of-scope and subject to the following conditions:

- A rush fee starting at \$500.00 or 20% of the total editing cost, whichever is greater, will apply.
- The rush fee must be approved in writing by Client before any accelerated work begins.
- Fees will be invoiced separately or included as a line item on the next scheduled invoice.

Agency is under no obligation to accept or prioritize rush delivery requests. All turnaround timelines remain dependent on Agency's current capacity, the complexity of the project, and Client's timely communication, approvals, and delivery of required materials.

Rush delivery timelines are estimates and not guaranteed unless otherwise agreed to in writing.

### **Other Out-of-Pocket Costs**

Additional project-related expenses—such as permit fees, props, parking, location rentals, courier services, or similar items—may arise based on production needs.

Client must provide written approval in advance for any individual item exceeding \$100.00, or for any related group of expenses totaling more than \$100.00. Once approved:

- These costs will be billed separately or included as line items on the next invoice
- All such expenses are in addition to the base project fees
- They are subject to the standard payment terms outlined in this Agreement

Agency is not obligated to front the cost of any materials, rentals, or services that have not been pre-approved in writing by Client.

## **6.2 Content Portal Extension.**

As part of this Agreement, Agency will provide Client with access to an online content portal where Final Deliverables may be reviewed, downloaded, and managed during the active project period.

Unless otherwise stated in the Scope of Work, the content portal will remain accessible for one (1) month following the initial delivery of Final Deliverables. After this period, access may be discontinued, and all content may be permanently removed from Agency's servers unless extended access is arranged in advance.

If Client wishes to maintain access beyond the standard storage period, the following terms apply:

- Extended portal access is available at a rate of \$400.00 per month
- The extension must be requested and approved in writing before the end of the original storage window
- Extension fees will be billed monthly and are subject to the same payment terms as all other Scope Add-Ons
- Either Party may cancel the extension at any time with written notice
- Once the portal is deactivated, Agency bears no responsibility for recovering or archiving content

Client is solely responsible for downloading and backing up all Final Deliverables during the standard access window or any approved extension period. Agency is not liable for loss of access or content after the expiration of the storage window.

## **6.3 Approval and Billing of Expenses.**

Agency shall obtain Client's written approval in advance for any individual expense exceeding \$100.00, or any related group of expenses not already included in the Scope of Work. This includes, but is not limited to: travel, crew, equipment rentals, props, licensed media, and other production-related costs.

Once approved, such expenses will be invoiced separately or included as a line item in the next scheduled invoice, depending on the timing and nature of the expense.

Travel-related expenses will be invoiced upon approval and are due within five (5) business days of the invoice date, as specified in Section 6.1. All other approved expenses are subject to the standard payment terms outlined in Section 5 of this Agreement, unless otherwise agreed in writing.

Client acknowledges that once approved:

- These costs are non-refundable, even if the project is canceled or rescheduled,
- And are subject to the same late payment penalties and collection terms outlined in Section 5.4.

Agency shall not be held responsible for delays, missed production windows, or scheduling issues resulting from a failure to approve or pay for necessary third-party expenses in a timely manner.

## **6.4 Ownership of Purchased Items.**

Any third-party materials or licensed assets purchased by Agency and reimbursed by Client—such as stock footage, music, fonts, or voiceover licenses—shall be considered the property of Client or licensed to Client, subject to the terms of the applicable third-party license. For example, if Client pays for a stock footage clip, Client receives the rights to use that asset within the Deliverables as permitted under the license.

Agency will not use Client-funded assets for any other client's project. Conversely, any assets, tools, or licenses obtained by Agency as part of its general production process (and not billed to Client) shall remain the sole property of Agency and may be reused at Agency's discretion, provided they are not customized specifically for Client's Deliverables.

## **7 | Client Responsibilities**

### **7.1 Provision of Materials and Information.**

Client shall provide to Agency, in a timely manner, all Client Content, brand assets (e.g. logos, brand guidelines, fonts), product information, and any other materials or information reasonably required by Agency to perform the Services. Client is responsible for securing all permissions, licenses, or releases for any materials (including likenesses or personal data) that Client supplies. The Client Content should be in a usable format as specified by Agency (for example, high-resolution image files, text in editable documents, etc.).

## **7.2 *Single Point of Contact.***

Client will designate a primary representative or point of contact who is authorized to make decisions and provide approvals on behalf of Client. This person will coordinate feedback and requests to Agency to streamline communication. Agency may rely on all decisions and approvals made by the designated representative as being authorized by Client. If the primary contact changes, Client will promptly inform Agency and designate a replacement.

## **7.3 *Timely Feedback and Approvals.***

Client agrees to provide all requested materials, feedback, and approvals in a timely manner, in alignment with the review and delivery timelines outlined in Section 4. This includes:

- Responding promptly to Deliverables
- Submitting clear revision requests through Agency's designated collaboration tools
- Providing final approvals when requested

Delays in Client responsiveness may impact scheduling and turnaround timelines. While Agency will make reasonable efforts to accommodate such delays, extended or repeated delays may result in schedule adjustments, paused services, or acceptance of Deliverables by default, as outlined in Section 4.6

In cases of extended non-responsiveness, Agency may invoke the suspension terms outlined in Section 5.5 or deem the Deliverables accepted by default, as described in Section 4.6.

## **7.4 *Collaborative Cooperation***

Client agrees to actively cooperate with Agency in the planning and execution of all production-related Services, including (but not limited to) media production sessions, pre-production planning, and virtual meetings.

This cooperation includes:

- Booking production sessions through Agency's designated scheduling tool,
- Ensuring availability of key personnel or decision-makers during scheduled sessions,
- Providing timely access to locations, equipment, and any necessary on-site resources,

- Supplying all required brand assets, approvals, and materials by the requested deadlines.

Client is responsible for coordinating all session prerequisites in advance, including:

- Venue access and crowd control (if applicable),
- Availability of products, props, wardrobe, or talent, and
- Securing any third-party permissions or approvals needed to proceed.

If the Scope of Work requires Client to complete tasks (e.g., preparing shot lists, selecting footage or images, or confirming script approvals), Client agrees to make reasonable efforts to complete those tasks by the timelines specified by Agency to support an efficient production workflow.

Failure to provide timely cooperation or meet preparation deadlines may result in:

- Scheduling delays or rescheduling fees,
- Missed Deliverables,
- Or suspension of Services in accordance with Sections 2.2 and 5.5 of this Agreement.

## **7.5 Accuracy of Information.**

Client is responsible for final proofing of all Deliverables. While Agency will endeavor to avoid errors, Client shall review all text, images, and other content for accuracy. Agency is not liable for errors (such as typographical errors or misinformation) in Deliverables that were approved by Client.

## **7.6 Rights in Client Content.**

Client represents and warrants that it owns all intellectual property rights in the Client Content necessary for Agency to use it in the project, or that Client has obtained appropriate third-party permissions for such use. Client further warrants that use of Client Content by Agency and inclusion of such content in the Deliverables will not infringe or violate any copyright, trademark, trade secret, privacy right, or other rights of any third party. (See Indemnification in Section 12 regarding breaches of this warranty.)

## 7.7 **Safe Working Environment.**

Client shall ensure that any location under its control where Agency is scheduled to perform Services—including but not limited to location scouts, photoshoots, & video production sessions—is safe, secure, and reasonably free of hazardous conditions. Client agrees to:

- Disclose in advance any known or potential risks at a shoot location, including but not limited to heavy machinery, active construction zones, environmental hazards, or restricted access areas.
- Take appropriate measures to mitigate risks and ensure that Agency's team can work safely and efficiently.
- Ensure that all on-site personnel, guests, participants, and third-party vendors refrain from any behavior that could endanger the safety of Agency's team or equipment, including but not limited to harassment, violence, unsafe handling of equipment, or reckless conduct.

If Agency determines, in its sole discretion, that a working condition is unsafe or materially interferes with its ability to perform Services, Agency may:

- Request immediate corrective action from Client,
- Delay or reschedule the session (subject to availability),
- Or suspend Services until the issue is resolved (see Section 4.3 – Hazardous Conditions).

Failure by Client to uphold these safety responsibilities may:

- Relieve Agency of related obligations (e.g., missed Deliverables or deadlines),
- Result in additional fees for rescheduling or crew/equipment downtime,
- And, in cases of serious or repeated non-cooperation, constitute a material breach of this Agreement.

Agency will make reasonable efforts to notify and collaborate with Client on resolving any safety concerns but reserves the right to enforce the terms of this Agreement if safety-related issues materially impact project delivery.

## 8 | Intellectual Property Rights & Ownership

### 8.1 **Client Content.**

All content, materials, and assets provided by Client to Agency—whether before or during the course of this project—including (but not limited to) logos, brand guidelines, images, trademarks, taglines, fonts, audio, copy, scripts, or any other pre-existing intellectual

property (“Client Content”) shall remain the sole and exclusive property of Client or its licensors.

By providing Client Content, Client grants Agency a limited, non-exclusive, royalty-free, revocable license to use, edit, reproduce, display, and adapt such materials solely as necessary to perform the Services and create the Deliverables outlined in this Agreement. This license applies only for the duration of this engagement and for the purposes of completing the project.

Agency may use Client’s name, logo, and brand identifiers within the Deliverables as appropriate (e.g., branded video content), and may reference completed work for Client in Agency’s portfolio, website, case studies, or promotional materials in accordance with Section 11 (Portfolio Use), unless Client submits a written request for non-disclosure that is acknowledged and accepted by Agency.

Client represents and warrants that:

- It owns or has obtained all necessary rights, permissions, and licenses to grant the rights described in this section, and
- Use of Client Content by Agency as permitted hereunder will not infringe or violate the rights of any third party.

Client is solely responsible for the accuracy, legality, and intellectual property clearance of all Client Content supplied for use in the project. In the event of a breach of these warranties, Client agrees to indemnify Agency as outlined in Section 12 (Indemnification).

## **8.2 *Third-Party Materials.***

Any third-party content, media, or software incorporated into the Deliverables—including but not limited to stock footage, music tracks, sound effects, imagery, fonts, or software libraries (“Third-Party Materials”)—shall remain the sole property of their respective rights holders.

Agency will inform Client of any Third-Party Materials deemed necessary to fulfill the project. Client shall be responsible for the cost of licensing such materials in accordance with Section 6 of this Agreement. Depending on the arrangement:

- Agency may assist Client in acquiring the appropriate licenses directly in Client’s name, or
- With Client’s prior written approval, Agency may license the materials on Client’s behalf and invoice Client for the licensing costs as a reimbursable expense.

All licenses for Third-Party Materials will be secured in a manner that supports the intended use of the Deliverables and must comply with the applicable usage terms (e.g., distribution channels, duration, platforms). Agency makes no warranties regarding the scope or

limitations of third-party license terms provided by external vendors.

If Client elects to provide pre-licensed Third-Party Materials (e.g., existing stock assets, pre-cleared music), Client represents and warrants that:

- It holds or has secured the necessary rights and permissions for Agency to use the materials as intended, and
- Such usage will not infringe upon or violate any third-party intellectual property rights.

Client agrees to indemnify and hold harmless Agency from any and all claims, losses, or liabilities arising from the unauthorized or improper use of Third-Party Materials supplied or directed by Client, as further described in Section 12 (Indemnification).

### **8.3 Agency Tools and Pre-Existing IP.**

Agency has developed or acquired certain proprietary tools, software, methodologies, templates, and technical assets (defined as “Creative Olsen Tools” in Section 1) that it uses in its business generally. Unless expressly stated otherwise, Agency retains all right, title, and interest in and to the Creative Olsen Tools and any of Agency’s pre-existing intellectual property. To the extent Agency incorporates any Creative Olsen Tools or pre-existing materials of Agency into the Deliverables, Agency grants Client a limited, non-exclusive, non-transferable, royalty-free license to use those elements only as part of the Deliverables and only for the Deliverables’ intended purpose. This license allows Client to use the Deliverables without infringing Agency’s rights, but it does not convey ownership of Agency’s underlying tools, source files, or proprietary methodologies.

For example, if Agency uses its own color grading preset or editing software to produce a video Deliverable, the video can be used freely by Client (after final delivery and payment) but Client is not entitled to the preset or software itself. Similarly, if Agency writes custom code or scripts to facilitate creation of a Deliverable, unless such code is part of the Deliverable’s functionality as agreed, Agency retains ownership of that code as an Agency Tool.

### **8.4 Ownership of Final Deliverables.**

Upon receipt of full payment of all amounts due under this Agreement, Agency grants Client a non-exclusive, non-transferable, worldwide license to use the Final Deliverables solely for the intended purpose(s) as outlined in the approved Scope of Work and Proposal.

Client may not:

- Resell, sublicense, modify, or redistribute the Final Deliverables (in whole or in part),
- Or use the Deliverables for purposes beyond the original agreed scope (e.g., licensing to third parties or altering for resale) without Agency's prior written consent and, if applicable, execution of a separate licensing agreement and payment of additional fees.

Ownership and usage rights remain with Agency until all project payments have been received in full. If Client becomes past due, Agency reserves the right to:

- Revoke access to Deliverables,
- Remove hosted or published content from public view,
- And suspend all usage rights until the outstanding balance is paid, in accordance with Section 5.6.

This license does not extend to the following:

- Client Content, which remains Client's property (see Section 8.1),
- Third-Party Materials, which are governed by their respective license terms (see Section 8.2),
- Agency Tools, including proprietary templates, workflows, and production methods (see Section 8.3),
- Raw Files or Preliminary Works, unless explicitly included in writing as part of the Deliverables (see Section 8.5).

Unauthorized use of any Deliverables prior to final payment, or use beyond the scope of the licensed purpose, constitutes a material breach of this Agreement and may result in:

- Revocation of all granted rights,
- Suspension or removal of published content,
- Financial penalties,
- And legal action, including injunctive relief and recovery of damages.

### **8.5 Preliminary Works and Raw Files.**

All drafts, concepts, sketches, rough edits, working files, raw footage, unedited photographs, layered design files (such as PSD, AI, PRPROJ, or other native project files), and any non-final creative content produced by Agency in the development of the Deliverables are considered "Preliminary Works." As outlined in this Agreement, Preliminary Works remain the sole property of Agency and are not included as part of the Final Deliverables unless otherwise agreed in writing.

Client shall not use, reproduce, or distribute any Preliminary Works or working files that may

be shared incidentally, except solely for the purpose of providing feedback to Agency. Any such materials shared remain subject to this ownership provision.

### **Raw Files and Original Source Assets**

Unless otherwise specified in the Scope of Work, raw footage, raw images, original design files, and other working files are not included in the Final Deliverables. These materials remain the sole property of Agency.

If Client wishes to obtain access to any Preliminary Works, raw files, or original source assets, such materials may be made available at Agency's discretion as a Scope Add-On, subject to additional licensing terms and applicable transfer or usage fees.

Unless and until such terms are agreed upon in writing, Client's rights are limited to the Final Deliverables as delivered (e.g., edited videos, finalized images, or exported formats intended for use).

## **8.6 Data Loss & Storage Limitation.**

Agency is not responsible for loss of footage, project files, or Deliverables due to theft, fire, flood, natural disasters, equipment failure, or other unforeseen circumstances prior to delivery, provided that Agency has made commercially reasonable efforts to safeguard such materials. Agency is not obligated to store raw footage, source files, or project materials beyond the period necessary to complete post-production. Clients are encouraged to maintain their own backups of any shared files and assets.

## **8.7 Content Portal & Storage.**

Agency will provide Client with access to an online content portal (or similar file delivery system) for reviewing, downloading, and managing Final Deliverables associated with this project. The content portal will be available 24/7 during the active project period, up until final delivery and payment.

Following completion of the project and delivery of Final Deliverables, the content portal will remain accessible for a grace period of one (1) month. After that period, access may be removed and the hosted files permanently deleted unless otherwise agreed in writing.

Agency shall have no obligation to store, archive, or maintain any Deliverables, raw footage, source files, or other project materials beyond this one-month window. Client is solely responsible for downloading and backing up all Final Deliverables during the active project or within the designated post-project access period. Once Deliverables have been provided, Agency disclaims any responsibility for long-term storage, backup, or file recovery.

If Client wishes to maintain extended access to the content portal after the standard access period, optional extended hosting may be available under the following terms:

- Billed at a rate of \$400.00 per month;
- Must be requested in writing and approved by Agency before the end of the grace period;
- Invoiced monthly and subject to standard payment terms;
- May be canceled by either Party with written notice.

Agency reserves the right to discontinue content portal access if the extension is not requested or paid for in a timely manner.

### **8.8 Portfolio Use & Public Display.**

Notwithstanding the confidentiality obligations outlined in this Agreement, Agency retains the right to showcase work produced under this Agreement in its portfolio, website, case studies, award submissions, social media, and marketing materials for promotional purposes. This right does not extend to Client's unpublished campaigns, confidential business strategies, or internal operational documents that are not intended for public release, which remain subject to confidentiality.

If Client requires a delay in public portfolio use (e.g., for a product launch or marketing campaign), Client must request such limitations in writing before project completion, and Agency may agree to reasonable postponements of portfolio publication.

### **8.9 Reservation of Rights.**

All rights not expressly granted to Client in this Agreement are reserved by Agency. If Client wishes to use any Final Deliverables in ways not originally contemplated in the Scope of Work—such as creating derivative works, repurposing content, or expanding usage to new media—Client must obtain Agency's written approval. Additional licensing fees may apply depending on the nature and scope of the extended use.

## **9.1 Confidential Information.**

During the course of this Agreement, either Party (“Disclosing Party”) may disclose or make available to the other Party (“Receiving Party”) certain confidential or proprietary information. “Confidential Information” means any non-public information, in any form, whether disclosed orally, visually, or in writing, that is designated as confidential or that a reasonable person would understand to be confidential under the circumstances of its disclosure.

Confidential Information includes, without limitation: business plans, strategies, marketing materials, financial data, pricing, client or customer lists, trade secrets, designs, technical processes, know-how, proprietary workflows, formulas, inventions, source code, and any related documentation or data. Examples include, but are not limited to, Agency’s preliminary works, methodologies, and internal tools, as well as Client’s marketing plans, product strategies, and proprietary assets.

The Receiving Party agrees to use the Confidential Information solely for purposes of fulfilling its obligations under this Agreement and to take reasonable precautions to prevent its unauthorized disclosure or use.

## **9.2 Exclusions from Confidential Information.**

The obligations in this Section shall not apply to information that the Receiving Party can demonstrate through written records:

- (a) was already known to the Receiving Party prior to disclosure by the Disclosing Party;
- (b) becomes publicly available through no fault or breach of this Agreement by the Receiving Party;
- (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or
- (d) is lawfully received from a third party who had the right to disclose it without restriction.

## **9.3 Use and Non-Disclosure.**

The Receiving Party agrees to treat all Confidential Information of the Disclosing Party as strictly confidential and to use it solely for the purpose of performing its obligations under this Agreement. The Receiving Party shall not use the Confidential Information for its own

benefit or for the benefit of any third party outside the scope of this engagement.

The Receiving Party shall not disclose, share, or disseminate any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees, contractors, or agents of the Receiving Party who have a legitimate need to access such information to fulfill this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein.

#### **9.4 Standard of Care.**

The Receiving Party agrees to protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care. The Receiving Party shall promptly notify the Disclosing Party upon becoming aware of any unauthorized use, access, or disclosure of Confidential Information and shall take all reasonable steps to prevent any further unauthorized use or disclosure. The Parties agree to cooperate in good faith to mitigate any resulting harm.

#### **9.5 Compelled Disclosure.**

If the Receiving Party is required by law, regulation, subpoena, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party in order to allow it the opportunity to seek a protective order or other appropriate remedy.

If disclosure is ultimately required, the Receiving Party shall disclose only the portion of Confidential Information that is legally compelled and shall use commercially reasonable efforts to ensure that such information is treated confidentially by the recipient of the disclosure.

#### **9.6 Return or Destruction.**

Upon expiration or termination of this Agreement, or earlier upon written request by the

Disclosing Party, the Receiving Party shall promptly return or securely destroy all tangible materials containing the Disclosing Party's Confidential Information and delete any electronic copies, files, or backups to the extent reasonably practicable.

Notwithstanding the foregoing, the Receiving Party may retain one archival copy of the Confidential Information solely for legal, regulatory, or record keeping purposes, provided that such copy remains subject to the confidentiality obligations set forth in this Agreement.

### **9.7 *Duration of Confidentiality.***

The obligations set forth in this Section 9 shall commence on the Effective Date of this Agreement and shall remain in effect for a period of two (2) years following the expiration or termination of this Agreement. However, with respect to any Confidential Information that qualifies as a trade secret under applicable law, such obligations shall continue for as long as the information remains a trade secret.

### **9.8 *Confidentiality of this Agreement.***

The terms of this Agreement—including, but not limited to, fees, scope of work, deliverables, timelines, and payment structure—are considered Confidential Information of both Parties.

Neither Party shall disclose the specific terms of this engagement to any third party without the prior written consent of the other Party, except:

- (a) as required by law, regulation, or legal process (in accordance with Section 9.5 – Compelled Disclosure); or
- (b) to that Party's legal, financial, or professional advisors, provided such advisors are bound by confidentiality obligations that are no less protective than those set forth in this Agreement.

Notwithstanding the foregoing, Agency may reference the existence of this Agreement and the general nature of the engagement for promotional purposes, including:

- Describing the project type and creative services provided,
- Showcasing non-confidential Deliverables,
- and provided such usage does not disclose confidential or sensitive information.

### **10.1 Independent Contractor Relationship.**

Agency is an independent contractor and shall perform the Services under this Agreement as such. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between Client and Agency (or any of Agency's employees, contractors, or representatives).

Client shall not have the right to control the manner or means by which Agency performs the Services. Agency is solely responsible for the direction and supervision of its personnel and for all taxes, insurance, and benefits related to its business operations and personnel. Neither Party shall have authority to bind the other or incur obligations on the other's behalf without prior written consent.

### **10.2 No Authority to Bind.**

Neither Party shall have the authority to bind or obligate the other Party in any manner without prior written consent. Agency shall not represent to any third party that it has authority to act on behalf of Client or to make commitments on Client's behalf. Likewise, Client shall not be deemed the employer of any Agency personnel and shall not direct or control the manner or means by which Agency performs the Services, except as specifically outlined in this Agreement or the Scope of Work.

### **10.3 Taxes and Benefits.**

Agency shall be solely responsible for all federal, state, and local taxes, contributions, and filings related to its business operations, including but not limited to income taxes, payroll taxes, Social Security, unemployment insurance, and any obligations for its employees or subcontractors. Agency and its personnel are not eligible to participate in any benefit plans, insurance, or employment-related programs offered by Client.

Client shall not withhold or make deductions for taxes, insurance, or other withholdings on behalf of Agency, and nothing in this Agreement shall be construed to create an employer-

employee relationship between Client and Agency or its personnel.

#### **10.4 Agency's Personnel.**

Agency may engage its own employees, contractors, or qualified subcontractors to assist in performing the Services under this Agreement (e.g., assistant photographers, second shooters, editors, or production crew). Agency shall remain fully responsible for the quality, timeliness, and performance of all Services provided, including any Services performed by its personnel or subcontractors.

Agency shall ensure that all subcontractors or personnel are bound by confidentiality obligations and assignment of rights provisions consistent with this Agreement, and that all Deliverables created by such personnel are owned by Agency and properly transferred to Client as set forth in Section 8. Agency shall be solely responsible for compensating its personnel, and nothing in this Agreement shall create any contractual relationship between Client and any employee, contractor, or subcontractor of Agency.

#### **10.5 No Exclusivity.**

The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by Agency, and Agency shall be entitled to offer and provide media services to others, solicit other clients, and otherwise advertise the services offered by Agency.

## **11 | Promotional Rights & Portfolio Use**

#### **11.1 Right to Showcase Work.**

Client grants Agency the right to use the Final Deliverables, along with Client's name and logo, in Agency's portfolio, website, social media, presentations, case studies, award

submissions, and other marketing or promotional materials, solely for the purpose of showcasing Agency's work and capabilities.

Agency retains an irrevocable, perpetual right to reproduce, publish, and display any and all Deliverables in its portfolio, case studies, promotional materials, websites, social media, design periodicals, and professional exhibits, for purposes of recognition, creative excellence, and professional advancement.

This right is granted with the understanding that Agency shall not disclose or include any of Client's Confidential Information (as defined in Section 9) in such promotional use. Agency may include imagery or video from the Deliverables, as well as a factual description of the Services provided and the general nature of the engagement.

## **11.2 Promotional Releases.**

Agency may describe its work for Client in press releases, case studies, articles, award submissions, and similar promotional materials, and may list Client as one of Agency's clients, provided that any such use is accurate and does not include or reveal Confidential Information (as defined in Section 9).

Any promotional use beyond general project facts—such as quoting Client directly, sharing performance metrics or strategic outcomes, or disclosing internal processes—shall require Client's prior written consent. Agency agrees not to publish or reference any non-public marketing strategy, business data, or other sensitive information without express written approval from Client.

## **11.3 Exclusions at Client's Request.**

If any Deliverables are subject to a confidentiality or embargo period (for example, in connection with a product launch or unreleased campaign), Client shall notify Agency in writing of the applicable restrictions. Agency will consider such requests in good faith and may agree to a reasonable embargo period at its discretion. Agency agrees to delay or refrain from using those Deliverables in its portfolio or promotional materials until the embargo period expires, provided such terms have been mutually agreed in writing.

Additionally, Client may make a written request at any time to exclude specific Deliverables or information from public use—due to internal policy, sensitivity, or other reasonable concerns. Agency will consider such requests in good faith and may accommodate them at its discretion. In no event will Agency publish or publicly display any Deliverables or

information that Client has expressly requested be withheld and Agency has agreed in writing to withhold.

## **11.4 Attribution.**

Attribution is not required but is always appreciated where appropriate. For example, if a video, photo, or other creative work produced by Agency is published on Client's website, social media, or marketing channels, a credit such as "Created by Creative Olsen" is welcomed.

Unless attribution is specifically required in the Scope of Work, Client is under no obligation to include a credit. Conversely, Agency agrees not to misrepresent any Deliverables as having been created for another client or project, and any public use or portfolio display by Agency will accurately reflect Client's name and involvement.

This Section 11 survives termination of the Agreement, meaning Agency can continue to reference and display the work created during the engagement even after the Agreement term ends, provided the above conditions are met.

## **12 | Indemnification**

### **12.1 Client Indemnification of Agency.**

To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless Agency and its affiliates, officers, employees, contractors, and agents (collectively, the "Agency Indemnitees") from and against any and all third-party claims, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

#### **Client Content and Instructions**

Any allegation that Client Content—or any materials, assets, or instructions provided by Client—violate or infringe a third party's intellectual property, publicity, privacy, or other rights, or otherwise cause harm. This includes claims arising from Agency's use of such materials in the course of performing the Services in accordance with this Agreement.

#### **Client's Use of Deliverables**

Any use, modification, distribution, or implementation of the Deliverables by Client (or by any third party acting under Client's direction or control) in a manner not authorized by this Agreement, or that violates applicable laws or third-party rights.

### **Client Breach**

Any breach by Client of its representations, warranties, or obligations under this Agreement, including but not limited to non-payment of approved third-party costs, failure to comply with confidentiality obligations, or the creation of unsafe or hazardous working conditions under Client's control.

### **Client's Business Operations**

Any claim or legal action arising out of Client's products, services, business operations, or marketing activities in which the Deliverables are used, provided such claim does not result from Agency's willful misconduct or gross negligence.

## **12.2 Agency Indemnification of Client (Limited).**

Agency shall indemnify, defend, and hold harmless Client from and against any third-party claims, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) to the extent such claims directly arise from:

- a) Agency's willful misconduct or gross negligence in the performance of the Services;
- b) Agency's breach of its confidentiality obligations under Section 9; or
- c) A claim that the Final Deliverables, as originally created and delivered by Agency (excluding Client Content and any third-party assets specified or provided by Client), infringe a third party's valid copyright or trademark.

This indemnification obligation is conditioned upon:

- Client promptly notifying Agency in writing of the claim;
- The claim not arising from modifications made by Client or from use of the Deliverables in combination with other content or materials not provided by Agency.

If any such infringement claim arises, Agency may, at its option and expense:

- (i) procure for Client the right to continue using the Deliverable;
- (ii) modify or replace the Deliverable to make it non-infringing; or
- (iii) if neither alternative is commercially reasonable, request return of the infringing Deliverable and refund the portion of fees paid for that specific Deliverable.

In such a case, the refund shall constitute Client's sole and exclusive remedy.

### **12.3 Indemnification Procedures.**

A Party seeking indemnification (the “Indemnified Party”) must promptly notify the other Party (the “Indemnifying Party”) in writing of any claim, demand, or legal proceeding for which indemnity is sought. Delay in providing such notice shall not relieve the Indemnifying Party of its obligations except to the extent that delay materially prejudices the Indemnifying Party’s ability to defend the claim.

The Indemnifying Party shall have the right to assume and control the defense and settlement of the claim using counsel of its choice, provided that such counsel is reasonably acceptable to the Indemnified Party. The Indemnified Party agrees to cooperate, at the Indemnifying Party’s expense, by providing access to relevant information, records, and assistance as reasonably necessary for the defense.

The Indemnifying Party may not settle any claim in a manner that (a) admits fault or liability on the part of the Indemnified Party, or (b) imposes any material obligation on the Indemnified Party (other than monetary amounts for which indemnification is provided), without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld. The Indemnified Party may participate in the defense with its own counsel at its own cost and expense.

The indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement and apply to claims arising from acts or omissions that occurred during the term of this Agreement, or from the use of Deliverables created under it, regardless of when the claim is asserted.

## **13 | AI Ethics & Liability**

### **13.1 Use of AI in Creative Services.**

Agency may utilize artificial intelligence (AI) tools to enhance creative output, including but not limited to image refinement, voice synthesis, video editing, content enhancement, and background noise reduction. AI-enhanced content is intended solely for ethical and commercial purposes, and Agency takes reasonable measures to ensure accuracy and authenticity in all Deliverables.

### **13.2 Prohibited Uses & Ethical Standards.**

Client acknowledges that AI-generated or AI-enhanced content shall not be used to:

- Misrepresent an individual's identity, likeness, voice, or actions in a misleading or deceptive manner.
- Fabricate events, manipulate facts, or create misleading content that could result in reputational, legal, or financial harm to any individual or entity.
- Violate intellectual property rights by replicating copyrighted materials or trademarks without appropriate licensing.

Agency reserves the right to decline any request that involves AI modifications which, in its sole discretion, could be deemed deceptive, unethical, or legally questionable.

### **13.3 Liability for AI-Modified Content.**

Client assumes full responsibility for the use, distribution, and public display of any AI-generated or AI-enhanced content included in the Deliverables. Agency shall not be liable for any claims, legal disputes, damages, or consequences arising from:

- The misuse or misrepresentation of AI-generated content by Client or third parties.
- The unauthorized alteration or redistribution of AI-enhanced Deliverables.
- Any actions taken against Client due to ethical, reputational, or legal concerns related to AI content.

Client agrees to indemnify and hold harmless Agency from any claims, liabilities, or legal actions resulting from the misuse of AI-generated or AI-enhanced content.

## **14 | Limitation of Liability**

To the fullest extent permitted by applicable law, and except as otherwise expressly provided in this Agreement:

### **14.1 No Special Damages.**

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind—including, without limitation, lost profits, lost revenue, loss of data, loss of business opportunity, or business interruption—arising out of or related to this Agreement or the Services, whether based in contract, tort (including negligence), strict liability, or any other legal theory, even if advised of the possibility of such damages.

## 14.2 **Cap on Liability.**

To the fullest extent permitted by law, Agency's total cumulative liability to Client for any and all claims, losses, liabilities, or damages arising out of or related to this Agreement or the Services provided hereunder—whether in contract, tort (including negligence), strict liability, or any other legal theory—shall not exceed the total amount of fees actually paid by Client to Agency under this Agreement.

This limitation applies regardless of:

- The nature or basis of the claim;
- The number of Deliverables, production phases, or milestones involved; or
- The duration of the Parties' relationship.

If the Services or project are ongoing at the time the claim arises, Agency's maximum liability shall be limited to the total amount of fees paid by Client as of the date of the event giving rise to the claim.

This limitation of liability shall apply even if the remedies provided in this Agreement fail of their essential purpose.

Notwithstanding the foregoing, this limitation shall not apply to:

- Client's obligation to pay all fees and approved expenses due under this Agreement, or
- Either Party's right to recover attorney fees, court costs, or collection expenses as expressly provided in Section 19.6.

## 14.3 **Basis of the Bargain.**

Client acknowledges that the limitations of liability, exclusions of damages, and disclaimers of warranties set forth in this Agreement are fundamental elements of the basis on which Agency has agreed to provide the Services. These limitations and disclaimers have been

taken into account in establishing the pricing and other terms offered to Client, and both Parties agree that they form an essential part of the mutual understanding and consideration underlying this Agreement.

The Parties further agree that these provisions shall survive and continue to apply even if any remedy provided in this Agreement is found to have failed of its essential purpose.

#### **14.4 Exceptions.**

The limitations of liability set forth in Section 14.2 shall not apply to the following:

- (a) Damages or losses arising from a Party's gross negligence or willful misconduct;
- (b) Liability for personal injury or tangible property damage caused by Agency while physically performing Services on Client's premises (if applicable), to the extent such damage is finally determined to result from Agency's negligence;
- (c) A breach of Section 9 (Confidentiality) or Section 12 (Indemnification); or
- (d) Client's payment obligations under this Agreement.

Notwithstanding the above, any liability arising from items (a) through (c) shall be limited to direct damages only and shall not exceed an amount equal to two (2) times the total fees actually paid by Client to Agency under this Agreement prior to the date the claim arises, unless such limitation is prohibited by applicable law.

In jurisdictions where certain exclusions or limitations of liability are not permitted by law, the Parties agree that liability shall be limited to the maximum extent permitted. Each Party acknowledges that it has had the opportunity to obtain appropriate insurance or other protections for liabilities beyond those contemplated under this Agreement.

## **15 | Force Majeure**

### **15.1 Force Majeure Events.**

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) if such delay or failure is caused by circumstances beyond that Party's reasonable control.

Such circumstances may include, but are not limited to: natural disasters (e.g., fire, flood,

earthquake, or severe weather), acts of God, public health emergencies (e.g., widespread pandemics or government-declared epidemics), acts of government or regulatory authorities (e.g., war, terrorism, military actions, or quarantine restrictions), widespread utility or infrastructure failures, or other large-scale disruptions beyond the affected Party's reasonable control.

For clarity, the illness, injury, or unavailability of individual Agency personnel shall not be considered a Force Majeure Event. Such situations are governed separately under Section 4.11 (Session Disruption Due to Illness or Emergency).

### **15.2 Notification Requirements.**

A Party affected by a Force Majeure Event shall provide prompt written notice to the other Party as soon as reasonably practicable after becoming aware of the event. The notice must include a description of the Force Majeure Event, its anticipated impact on the Party's ability to perform its obligations, and the steps the Party is taking to mitigate or overcome the effects. The affected Party shall use commercially reasonable efforts to minimize disruption and resume performance as soon as feasible.

### **15.3 Timeline Extensions.**

Any deadline, milestone, or delivery timeline (excluding payment obligations) affected by a Force Majeure Event shall be extended on a day-for-day basis for the duration of the delay, unless otherwise agreed in writing by both Parties. Once the scope and impact of the delay are reasonably understood, Agency will propose a revised production or delivery schedule in good faith. Both Parties agree to cooperate to adjust timelines as necessary to accommodate the unforeseen circumstances.

### **15.4 Termination Due to Extended Force Majeure.**

If a Force Majeure Event continues to prevent either Party from performing a material portion of its obligations under this Agreement for more than sixty (60) consecutive days, either Party may terminate this Agreement by providing written notice to the other. Such

termination shall be without further liability, except as set forth below:

- If Agency terminates due to the ongoing Force Majeure Event, Agency will refund any prepaid project fees for Services not yet performed (e.g., for future quarters that have not begun).
- due to the Force Majeure Event, Client shall remain responsible for payment of all Services rendered through the effective termination date, including any approved expenses and reasonable fees for in-progress work performed prior to termination.

This Section shall not relieve either Party from obligations that expressly survive termination under this Agreement.

## 16 | On-Site Safety & Hazardous Conditions

### 16.1 ***Safe Working Environment.***

If any portion of the Services requires Agency to work at Client's premises or any site under Client's control (including event venues, offices, or third-party locations arranged by Client), Client agrees to provide and maintain a safe, secure, and professionally appropriate working environment. This includes ensuring:

- Clear and safe access to the workspace or location;
- Identification and resolution of any known or reasonably foreseeable hazards (environmental, structural, or logistical) that could pose risks to Agency personnel, subcontractors, or equipment.

Client shall take reasonable steps to inform Agency of any risks or limitations at the site in advance, and will cooperate with Agency in implementing safety protocols or adjustments necessary for performance of the Services.

### 16.2 ***Right to Withdraw from Unsafe Conditions.***

If, in Agency's professional judgment, any on-site location presents an unsafe, hazardous, or unreasonably risky condition for Agency personnel, subcontractors, or equipment, Agency reserves the right to suspend or immediately withdraw from performing Services at that location. Agency will promptly notify Client of the issue and the basis for its safety concerns.

Services may be paused until the condition is adequately resolved. If the unsafe condition is due to factors outside of Client's control (such as extreme weather or venue-related issues), the delay may be treated as a Force Majeure Event under Section 15. However, if the hazardous condition arises from Client's negligence, failure to maintain a safe environment, or lack of preparedness, Agency may treat the situation as a material breach by Client.

Agency shall not be liable for any delays or missed deliverables resulting from a justified suspension of Services under this section.

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### **16.3 Effect on Timeline and Deliverables.**

Any suspension or delay in Services due to unsafe conditions—whether deemed a Force Majeure Event or resulting from Client's failure to maintain a safe environment—may affect project timelines, milestones, or delivery of Deliverables. Agency shall not be held liable for any delays or missed deadlines resulting from such conditions.

If a timeline adjustment becomes necessary, Agency will notify Client and propose a revised schedule in good faith, taking into account the duration and impact of the delay. Client acknowledges that changes to production timing or availability may affect subsequent phases of work or Deliverables under this Agreement.

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### **16.4 Client Liability for Unsafe Conditions.**

To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless Agency and its personnel, subcontractors, and agents from any claims, losses, damages, injuries, or liabilities (including reasonable attorneys' fees) arising from unsafe, hazardous, or unfit conditions at Client's premises or any location under Client's control, to the extent such conditions result from Client's negligence, failure to act, or failure to maintain a reasonably safe working environment.

This includes, but is not limited to, personal injury, illness, property damage, or equipment loss suffered by Agency or its representatives while performing Services on-site. This obligation applies regardless of whether Agency has suspended or withdrawn Services under Section 15.

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## **16.5 Insurance Obligations.**

Client represents and warrants that it maintains adequate general liability insurance to cover incidents or claims that could arise in connection with Agency's on-site Services at locations under Client's control.

Agency shall maintain, at its sole cost and expense, Commercial General Liability Insurance (including personal injury and contractual liability) providing coverage for bodily injury and property damage, endorsed to include products and completed operations, with a minimum combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for the duration of this Agreement.

Each Party is responsible for maintaining its own insurance and bears liability for any claims arising within their respective areas of control.

## **17 | Non-Solicitation**

### **17.1 Non-Solicitation of Personnel.**

Client agrees that, during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Client shall not, directly or indirectly, solicit for employment, hire, contract, or engage any employee, freelancer, or subcontractor of Agency who was involved in providing Services under this Agreement, without the prior written consent of Agency.

This restriction applies to direct hiring by Client, as well as indirect hiring through affiliates, subsidiaries, recruiters, or third-party agencies acting on Client's behalf. If Client breaches this provision, Client agrees to compensate Agency with a fee equal to fifty percent (50%) of the hired individual's expected annual compensation or fifty thousand dollars (\$50,000), whichever is greater. This amount shall be due within thirty (30) days of written notice from Agency. If unpaid, Agency reserves the right to pursue legal action to recover damages.

This fee reflects the costs of recruitment, training, lost productivity, and other business disruptions caused by such solicitation or hiring. This provision shall survive the termination or expiration of this Agreement.

## 18 | Termination

### 18.1 **Termination for Cause and Breach.**

This Agreement may be terminated prior to project completion only under the following conditions:

#### **Termination for Cause (Breach)**

Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under this Agreement and fails to cure such breach within fourteen (14) calendar days after receiving written notice specifying the nature of the breach in reasonable detail.

If the breaching Party does not cure the breach within the designated cure period, the non-breaching Party may terminate the Agreement by providing written notice of termination, effective immediately or as of a future date specified in the notice.

If the nature of the breach reasonably requires a shorter or longer cure period, the Parties may mutually agree in writing to modify the timeline, or the non-breaching Party may reasonably extend or shorten the cure period based on the urgency of the circumstances.

Termination for breach shall not waive any other rights or remedies available under this Agreement, including the right to collect any outstanding payments for Services rendered or expenses incurred prior to the effective date of termination.

#### **Breach by Client (Non-Payment or Non-Cooperation)**

Without limiting the general termination rights set forth in Section 18.1, Client shall be considered in material breach of this Agreement if:

- Client fails to pay any undisputed amount within thirty (30) calendar days after receiving written notice of delinquency; or
- Client repeatedly fails to provide timely feedback, approvals, materials, or other necessary cooperation such that Agency is materially hindered in its ability to perform the Services outlined in the Scope of Work.

In either case, Agency may terminate the Agreement by providing written notice to Client. Upon such termination:

- All unpaid fees and approved expenses for Services performed to date shall become immediately due and payable;
- Agency shall have the right to suspend or withhold access to all Deliverables and content platforms;
- Client's license to use any previously delivered work is expressly conditioned on full payment of all amounts due under this Agreement, in accordance with Section 8.4;
- Agency shall not be liable for any delays, missed deadlines, or damages resulting from the termination.

This provision is in addition to, and not in limitation of, Agency's other rights and remedies under this Agreement or applicable law.

### **Breach by Agency**

If Client terminates this Agreement due to Agency's material breach—including failure to deliver Services in accordance with the Scope of Work—and such breach is not cured within the timeframe outlined in Section 18.1, Client's payment obligations shall be limited to:

- The portion of the project that was properly performed and delivered through the effective date of termination; and
- Any approved expenses incurred by Agency prior to termination.

If Client has paid in advance for Services or Deliverables not yet rendered, Agency shall issue a pro-rata refund for the unused portion of those fees. Client shall retain the right to use all Final Deliverables that were both:

- Delivered prior to or as part of the termination process, and
- subject to the license terms outlined in Section 8 (Intellectual Property Rights & Ownership).

Following the termination date:

- Agency shall have no further obligation to perform any additional Services or complete outstanding Deliverables; and
- Any in-progress or partial work may be provided to Client "as-is," without warranty or further editing, at Client's written request and at Agency's discretion.

This section does not limit Client's right to pursue other remedies permitted under this Agreement or applicable law.

## **18.2 Termination for Convenience by Client (Early Exit).**

This Agreement represents a commitment to a one-time project engagement, during which Agency allocates dedicated time, personnel, and production capacity to fulfill the Scope of Work. Accordingly, Client may not terminate this Agreement for convenience or cancel Services prior to project completion except with Agency's express written consent.

If Client requests early termination for reasons other than Agency's uncured material breach, the following terms shall apply:

### **Agency Discretion**

Agency is under no obligation to approve an early exit but may, at its sole discretion, agree to such termination. Any approval must be in writing and may include additional conditions, such as a transition plan, defined Deliverables cutoff, or payment terms for in-progress work.

## **Payment Liability**

Unless otherwise agreed in writing by Agency, Client shall remain fully liable for the total contract value agreed upon in this Project Agreement, regardless of early termination.

This includes, without limitation:

- All fees for completed Services,
- All fees for any in-progress or scheduled work,
- All approved third-party or out-of-pocket expenses, and
- All fees for unused production time or Deliverables that were reserved or allocated in reliance on this Agreement.

In the event of early termination for convenience, the entire remaining project balance shall become immediately due and payable in full upon notice of termination, whether or not the Services have been fully rendered.

Any waiver or adjustment of this obligation must be expressly approved in writing by Agency. In the absence of such written approval, the full contract value remains enforceable and owed by Client.

## **Negotiated Adjustments**

Any waiver or reduction of unpaid project fees must be explicitly documented in writing by Agency. In the absence of such documentation, the full unpaid project balance remains enforceable and due.

## **Final Deliverables and Usage Rights**

Upon full payment of all amounts due—including completed phases, in-progress work, and reimbursable expenses—Agency will deliver any completed or partially completed Deliverables as of the effective termination date. Client's right to use such materials shall be governed by the terms outlined in Section 8 (Intellectual Property Rights & Ownership).

## **| 18.3 Termination by Agency (for Convenience).**

Agency may terminate this Agreement for convenience (i.e., without cause) by providing Client with at least thirty (30) days' prior written notice. In such event, the following terms shall apply:

### **Refund of Unused Fees**

If Client has pre-paid for Services that were scheduled to be delivered after the effective date of termination, Agency shall issue a pro-rata refund for the unused portion of those fees. This refund shall not apply to any work already performed, scheduled, or allocated prior to termination.

### **Delivery of Work**

Agency will deliver all Final Deliverables completed through the effective termination date, provided that Client is current on all outstanding payments due under this Agreement. No

additional Deliverables will be produced beyond the termination date unless separately agreed in writing.

### **Transition Support**

Upon request, Agency will provide reasonable assistance in transitioning any in-progress work to Client or another vendor. Such support shall be billed at Agency's then-current hourly rate or under a separately agreed flat fee, depending on the scope of assistance.

Client remains fully responsible for payment of:

- All Services rendered through the termination date,
- Any approved third-party expenses incurred,
- And any transition support fees, if applicable.

If Agency terminates this Agreement due to Client's material breach or non-payment (as outlined in Section 18.1 or 18.2), the consequences set forth in those sections shall govern and this Section 18.3 shall not apply.

## **18.4 Effects of Termination.**

Upon expiration or termination of this Agreement for any reason, the following terms shall apply:

### **Cessation of Services**

Agency shall immediately cease all Services as of the effective termination date. Agency will deliver to Client any Final Deliverables or in-progress work that has been fully paid for, or that will be paid for as part of a mutually agreed-upon termination settlement. Any incomplete or unpaid work, including drafts, raw files, or unreleased materials, shall remain the sole property of Agency unless otherwise agreed in writing.

### **Final Payment Obligations**

Client shall immediately pay all outstanding fees for:

- Services rendered through the termination date,
- Any approved third-party or reimbursable expenses, and
- Any remaining unpaid project balance, if applicable, in accordance with Section 18.1, 18.2, or 18.3.

No Final Deliverables will be released until all payment obligations have been satisfied.

### **Confidential Information**

Each Party shall return or destroy the other Party's Confidential Information in accordance with Section 9 (Confidentiality), subject to any archival copy rights permitted therein for legal or regulatory purposes.

## **Licensing & Usage Rights**

Client retains the right to use any Final Deliverables that have been delivered and fully paid for, subject to the license terms outlined in Section 8 (Intellectual Property Rights & Ownership). Client's license to use any content shall be automatically suspended if Client is in breach or past due on payment, and may be revoked if payment is not made in accordance with the terms of this Agreement.

## **Survival of Terms**

Any provisions that by their nature or express terms are intended to survive termination shall remain in full force and effect. This includes, but is not limited to, provisions relating to:

- Payment obligations,
- Confidentiality,
- Intellectual property,
- Indemnification,
- Limitations of liability,
- Dispute resolution, and
- Portfolio use rights.

## **Non-Exclusivity of Remedies**

Termination of this Agreement shall not limit either Party's right to seek any other remedies available under law or in equity. However, the financial and usage terms related to early termination set forth in this Agreement shall serve as the Parties' agreed-upon basis for compensation and a reasonable pre-estimate of damages.

# **19 | General Provisions**

## **19.1 Notices.**

All notices, requests, consents, demands, or other communications required or permitted under this Agreement shall be in writing and shall be delivered to the respective Parties at the contact information set forth below (or to such other address/contact as a Party may designate by written notice to the other). Notices shall be delivered by one of the following methods:

- (a) personal delivery;
- (b) certified or registered mail (postage prepaid, return receipt requested);
- (c) a nationally recognized courier service (with all fees prepaid); or
- (d) email (with confirmed receipt or acknowledgment by the receiving Party, as outlined below).

Notices will be deemed given:

(i) if by personal delivery, on the date of actual delivery to the recipient;  
(ii) if by certified mail, three (3) business days after the date of mailing;  
(iii) if by courier, on the second business day after deposit with the courier for overnight delivery; or  
(iv) if by email, on the date the recipient acknowledges receipt in writing (including by reply email or other written confirmation). If no acknowledgment is received within two (2) business days, the sender shall follow up once by email or another method. If there is still no response, the notice shall be deemed delivered five (5) business days after the original email was sent, provided the sender has retained evidence of delivery (such as a sent confirmation or lack of bounce-back).

**Agency Contact for Notices:**

Creative Olsen  
3403 N. 191st Ave  
Elkhorn, NE 68022

Email: [frontdesk@creativeolsen.com](mailto:frontdesk@creativeolsen.com)

**Client Contact for Notices:**

The main point of contact designated by Client during onboarding or otherwise communicated to Agency in writing. Client is responsible for keeping their designated contact and email address current and up to date.

Either Party may update its notice contact information by giving notice to the other Party in accordance with this Section.

**19.2 Assignment.**

Neither Party may assign or transfer this Agreement, in whole or in part, to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt to assign this Agreement without such consent shall be null and void.

Notwithstanding the foregoing, either Party may assign this Agreement without consent to:

- (a) an affiliate or subsidiary as part of an internal corporate reorganization, or
- (b) a successor entity in the event of a merger, acquisition, or sale of substantially all of the Party's assets or business to which this Agreement relates,

Provided that the assignee agrees in writing to be bound by all the terms of this Agreement, and the assigning Party provides prompt written notice of the assignment to the other Party.

In the event of an assignment pursuant to a merger, acquisition, or sale, the assigning Party shall provide the non-assigning Party with reasonable documentation confirming the assignee's agreement to assume all responsibilities under this Agreement and to ensure

continuity of service at a standard consistent with that originally agreed upon.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

### **19.3 No Waiver.**

No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise of the same or any other right. A waiver of any term, condition, or breach of this Agreement shall be effective only if in writing and signed by the Party granting the waiver, and shall not be deemed a waiver of any subsequent breach or of any other term or condition.

### **19.4 Severability.**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the greatest extent possible, the original intent of the Parties. If such modification is not possible, the unenforceable provision shall be deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the Parties' original intent.

### **19.5 Governing Law and Dispute Resolution.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law principles.

In the event of a dispute arising from this Agreement, the Parties agree to first attempt to resolve the matter in good faith through informal discussions. Either Party may provide written notice to the other describing the nature of the dispute, upon which senior

representatives from each Party shall confer (via phone, video conference, or in person) to attempt to resolve the dispute within thirty (30) days from the date of notice.

If informal discussions fail to resolve the dispute within this period, the Parties agree to submit the dispute to mediation before initiating litigation. Mediation shall take place in the State of Nebraska, with each Party bearing its own mediation costs unless otherwise mutually agreed in writing.

If mediation does not resolve the dispute, all remaining disputes shall be resolved exclusively in the state or federal courts located in Douglas County, Nebraska. Each Party hereby consents to the exclusive personal jurisdiction and venue of such courts and waives any objections based on venue, jurisdiction, or forum non conveniens.

### **19.6 Remedies, Attorneys' Fees, and Collection Costs.**

Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity.

In any litigation, arbitration, mediation, or other dispute resolution proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorney fees, court costs, mediation fees, and other out-of-pocket legal expenses incurred in enforcing its rights under this Agreement, in addition to any other relief to which it may be entitled.

Client agrees that any outstanding invoices remaining unpaid for more than thirty (30) days past the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by Nebraska law, if lower). In the event Agency must pursue legal action or collection efforts for unpaid fees, Client shall be responsible for all associated collection costs, attorney fees, and related expenses incurred by Agency.

### **19.7 Headings and Construction.**

The section headings and titles in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of any provision. As used in this Agreement, the terms "including" and "include" shall be deemed to mean "including, without limitation." This Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision.

## **19.8 Entire Agreement and Amendments.**

This Agreement, including all exhibits, schedules, attachments, and any documents expressly incorporated by reference (such as the Scope of Work or Proposal), constitutes the complete and exclusive understanding between the Parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous discussions, negotiations, representations, agreements, or understandings—whether oral or written—between the Parties regarding the Services. Each Party acknowledges that it has not relied upon any promise, representation, or warranty not expressly set forth in this Agreement in entering into this Agreement.

### **Amendments**

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is documented in writing and accepted by the Client in a manner reasonably designated by Agency. This includes changes to the Scope of Work, Services, Project Details & Investment, or other terms of engagement. For example, if an updated proposal or Scope Add-On is issued by Agency through an approved platform (such as BetterProposals), Client's signature or formal acceptance of that document shall constitute valid agreement to the amendment, even if not countersigned by Agency. Amendments may also be confirmed by written email exchange, provided that mutual assent is clear. All material changes not covered in the original Scope of Work must follow the Scope Add-On process outlined in Section 3.4.

## **19.9 Counterparts and Electronic Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Delivery of an executed counterpart by PDF, facsimile, or via secure electronic platforms such as BetterProposals shall be deemed valid and binding. The Parties agree that electronic signatures and electronic acceptance provided through BetterProposals (or another mutually accepted platform) shall have the same legal force and effect as a handwritten signature and shall serve to authenticate this Agreement.

# Let's get rolling!

Type your name below to accept & sign our agreement.  
Our team will then reach out to get things started!



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**V**ILLAGE OF ABIE  
ABIE, NEBRASKA 68001

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August 1, 2025

Good Morning Sean,

This is in response to your recent e-mail concerning the Abie Village Board seeking the development of a Rural Water District.

The reason for this request is a serious concern due to our aging infrastructure. Any assistance in this matter would be greatly appreciated.

If you have any questions please do not hesitate to call me at: 402-720-5416. We do not have a city office so this is my contact number. My e-mail address is: cwkrivanek@yahoo.com

Thank you.

Sincerely,

Carroll Krivanek  
Village of Abie Board