

MILWAUKEE COUNTY
DEPARTMENT OF PARKS, RECREATION & CULTURE
9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226
Phone (414) 257-6100 FAX (414) 257-8190

CONSTRUCTION / RIGHT OF ENTRY PERMIT

Date: November 21, 2017

Permit Number: 2401

Permit Fee: \$500, plus preparation of all necessary easement documents, legal descriptions, exhibits, and recording fees for existing and proposed fiber optic lines in the Lincoln Memorial Drive property.

Permittee: Milwaukee Art Museum
Contact: Dan Somers - Director of Campus Facilities and Grounds
Address: 700 N. Art Museum Drive, Milwaukee, WI 53202
Phone: P: 414-224-3242 C: 414-374-3534

Contractor: Pieper Electric, Inc.
Contact: Andrew Phelps - Project Manager
Address: 5477 S. Westridge Court, New Berlin WI 53151 USA
Phone: 414-391-9423

To Enter: Lincoln Memorial Drive (Excludes O'Donnell Parking Structure)

Location of Cross Streets: Michigan Ave and LMD

Purpose: To gain access to project area for the purpose of installing (1) new 2" PVC conduit and fiber optics line. The purpose of the new conduit and fiber optic line is to extend an existing 2" conduit that is fed from the Art Museum to the median of N. Lincoln Memorial (without easement) drive to, upon transfer of ownership, connect the security systems of the Milwaukee Art Museum and the O'Donnell Parking Structure. Scope of work in the roadway is as follows:

- Remove concrete around existing in-ground junction box in median of N. LMD
- Directional bore a new 2" PVC conduit under southbound lane of N. LMD from this existing in-ground junction shown in attached drawing, to the east side of O'Donnell Parking structure
- Install 2" PVC conduit and associated fiber optics cable as shown in detail on the attached drawings.
- Add (2) emergency power duplex outlets in the locations shown on attached drawings.
- Once conduit is installed, repair/restore concrete around existing in-ground junction box
- Restore grass/landscape to existing conditions.

Expiration Date of Permit: 06/01/18

Conditions:

This Right-of-Entry Permit ("ROE") is issued by the Milwaukee County Department of Parks, Recreation and Culture (the "County") with the express condition that all work by Permittee be performed and completed according to submitted plans, specifications, information and all of the terms and conditions stated herein. Permittee, its agents and contractors agree to comply with all of the following conditions and requirements:

1. Permittee shall furnish to County any and all drawings, details and specifications as appropriate to identify the land to be entered, proposed access routes, proposed vegetation pruning or removal, the location and construction methods for any proposed work, and complete site restoration plan.
2. Permittee assumes all responsibility for and shall indemnify and hold Milwaukee County harmless from any claims, liability, loss, damage or expense for any person's injury or death or any damage to property either real or personal that results from any act or omission of the Permittee, or its agents or

contractors which may arise out of or are connected with the activities covered by this ROE. This indemnification is unlimited as to dollar amount.

3. Permittee shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification arising out of (1) any Hazardous Materials brought onto or introduced into the Project Area or surrounding areas by Permittee, or its agents or (2) any Hazardous Materials whose presence pre-exists the commencement of Permittee's, or its agents construction activities located in and on the Project Area, that are discovered or disturbed as a result of Permittee's, or its agents construction activities on, at or near the Project Area. Permittee shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. Moreover, Permittee shall remediate and restore any affected area to at least the minimum standards as required by the WDNR or other applicable regulatory agencies.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

"Environmental Regulations" means all applicable past, present, and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of Wisconsin, and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments, and orders related to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemicals, substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature, and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.


4. Permittee shall pay all costs associated with this ROE, including the costs related to obtaining any required permits or approvals required by any other government agencies or adjacent landowners, utilities or easement holders impacted by this work. Existing County owned utilities shall be located and identified by hot-lining prior to the start of proposed work, and properly protected, repaired or replaced if damaged during the work covered under this ROE.

5. Permittee or its agents shall comply with any and all laws, requirements, approvals, and obtain any licenses or permits, required by local municipalities or other regulatory agencies.

6. Permittee shall protect and avoid damage to any part of the Project Area and surrounding areas to ensure the safety of Permittee's or its agent's personnel, County staff and all park users. Permittee shall also provide and install all safety devices, barricades, signs, flag person(s) or other measures as needed to comply.


7. Permittee shall protect existing trees, shrubs, delineated wetlands and wetland plants, and other vegetation located at or near the Project Area and surrounding areas of the construction site that this ROE grants access to.
8. Roadways, parking lots, bicycle/recreation trails, sidewalks, and other County owned property located at or near the Project Area that this ROE grants Permittee access to must be kept clean and free of soil, rock, stone, and debris at all times. No materials or equipment may be placed, stockpiled, or stored on County owned property that is not included in this ROE. County owned and operated roadways, parking lots, bicycle/recreation trails, and sidewalks shall not be obstructed or closed without written permission from County.
9. Construction or work related vehicles and equipment shall not be operated upon County owned roadways, parking lots, bicycle/recreation trails, sidewalks, or surrounding areas of the Project Area not included in this ROE without prior written permission from County.
10. Upon completion of all work Permittee shall restore any and all damage to County owned property included in the ROE and surrounding areas of the Project Area caused by Permittee or its agents. Required repairs or restoration shall be made to a preconstruction condition, or better, at no expense to County and to the County's satisfaction.
11. In the event of an abandonment or non-use of any structures, improvements or facilities on County owned property allowed by this ROE, or if the County requires the relocation or removal of any structures, improvements or facilities, Permittee shall, within sixty (60) days after notification by County, remove or relocate them as directed at no cost to the County.
12. Permittee is required to contact **Diggers Hotline (1-800-242-8511)** regarding potential utilities located within the Project Area allowed by this ROE a minimum of five (5) business days before commencing work.
13. Permittee is required to contact **Mr. Blake Prusak, Parks Mechanical Services Manager, at phone number (414) 258-2322**, regarding potential County utilities located within the Project Area allowed by this ROE a minimum of five (5) business days before commencing work.
14. Permittee is required to **contact Sarah Toomsen at phone number (414) 257-7389** to schedule a site inspection before the start of any work to approve construction locations, access routes or any required tree or shrub pruning/removal within the area of construction allowed by this ROE a minimum of five (5) business days before commencing work, and upon completion to approve final restoration of the site.
15. Permittee is required to contact the **Regional Manager** listed below a minimum of five (5) business days before commencing work to provide the anticipated start date and to receive any additional specific instructions. Permittee is also required to contact the **Regional Manager** upon completion to approve final restoration of the site.

Authorized Parks Department Representative:



Date: 12/6/17

Permittee Approval and Acceptance of Conditions:



Date: 11/22/2017

Approval upon satisfactory completion of all work:

Central Regional Manager: Sue Forlenza
Location: Parks Administration Building Phone: 414-315-2910
Address: 9480 Watertown Plank Road, Wauwatosa WI 53226



PIEPER ELECTRIC, INC. ON SITE ELECTRICAL SERVICE AND MANUFACTURING

Date: October 11, 2017

To: Milwaukee Park Planning & Development Department

Attn: Erin Fischer

Re: Milwaukee Art Museum O'Donnell Parking Structure Conduit Boring Under Lincoln Memorial Drive – City of Milwaukee

Dear Erin:

Pieper Electric, Inc. would like to request permitting and plan review to install (1) new 2" PVC conduit directionally bored under N. Lincoln Memorial Drive in the City of Milwaukee. The purpose of the new conduit is to extend an existing 2" conduit that is fed from the Art Museum to the median of N. Lincoln Memorial Drive to connect security Fiber Optic cable from the Milwaukee Art Museum to the O'Donnell Parking Structure. Recently, the O'Donnell Parking structure has taken ownership by the Milwaukee Art Museum, and the Museum personal, Dan Somers, has requested Pieper Electric to connect the two buildings via Fiber Optics, so their security system can be tied together. Scope of work in the roadway is as follows:

- Remove concrete around existing in-ground junction box in median of N. Lincoln Memorial Drive, shown in attached drawing.
- Directional bore a new 2" PVC conduit under southbound lane of N. Lincoln Memorial Drive from this existing in-ground junction shown in attached drawing, to the east side of O'Donnell Parking structure building as shown in attached drawing.
- Once conduit is installed, repair/restore concrete around existing in-ground junction box
- Restore grass/landscape to existing conditions.

Please review and respond what is needed further for approval and if we need to submit anything further to other authorities for this work to be approved. If you have any questions, please do not hesitate to contact me at 414-391-9423.

MILWAUKEE
Pieper Electric, Inc.
5070 North 35th Street
Milwaukee, WI 53209-5302
Tel. (414) 462-7700
Fax. (414) 462-7711
www.pieperpower.com

MILWAUKEE PLUMBING/HEATING
Ideal Plumbing-Heating & Air Cond.
5635 West Douglas Avenue
Milwaukee, WI 53218
Tel. (414) 358-2030
Fax (414) 358-2033

KENOSHA
Pieper Electric, Inc.
Kenosha Office
4716 52nd Avenue
Kenosha, WI 53144
Tel. (262) 658-1888
Fax (262) 658-1145

MILWAUKEE ENGINEERING
IDAC
5070 North 35th Street
Milwaukee, WI 53209
Tel. (414) 462-7700
Fax (414) 462-7711

MERRILL
Systems Technologies
601 S. Alexander Street
Merrill, WI 54452
Tel. (715) 539-2877
Fax (715) 536-2627



PIEPER ELECTRIC, INC. ON SITE ELECTRICAL SERVICE AND MANUFACTURING

Sincerely,
Pieper Electric, Inc.

Andrew Phelps

Andrew Phelps
Project Manager

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MERRILL

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601 S. Alexander Street
Merrill, WI 54452
Tel. (715) 539-2877
Fax (715) 536-2627

Please read the reverse side for Lien Notice required by Wisconsin Law, and for conditions and terms.
Symbol, "Pieperpower" and "Certified Electrical Authority" are service marks of Pieper Electric, Inc., Milwaukee, Wisconsin.

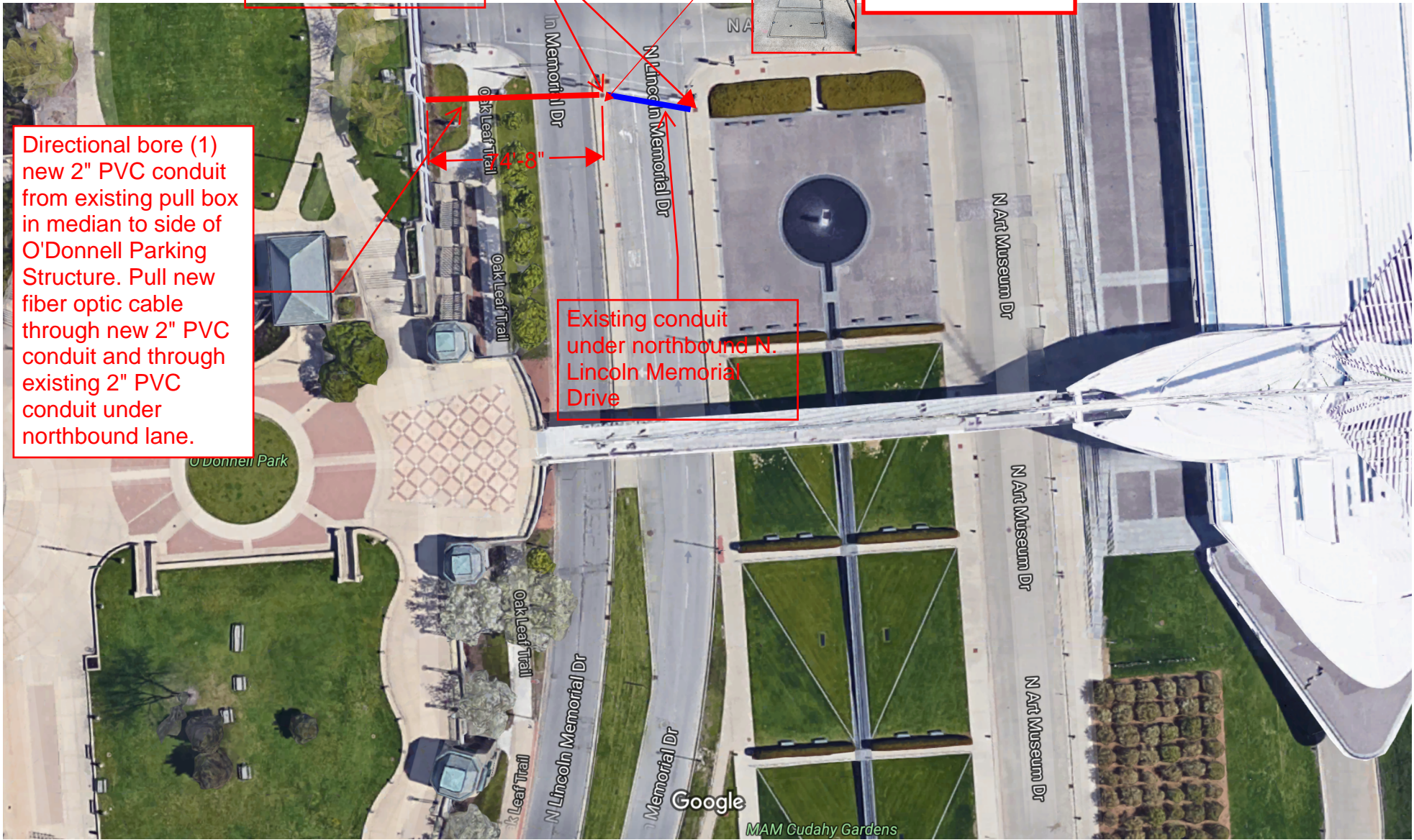
Existing in-ground junction box for Milwaukee Art Museum

Google Maps

Photo of existing Art Museum owned pull boxes to connect to

Directional bore (1) new 2" PVC conduit from existing pull box in median to side of O'Donnell Parking Structure. Pull new fiber optic cable through new 2" PVC conduit and through existing 2" PVC conduit under northbound lane.

Existing conduit under northbound N. Lincoln Memorial Drive





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED Pieper Electric, Inc. 5477 S. Westridge Court New Berlin WI 53151 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: Endurance American Insurance Company		10641
	INSURER C: Navigators Specialty Insurance Company		36056
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570068896407** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO 0166182-00 GL	01/01/2017	01/01/2018	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0166183-00 Automobile	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ELD30000232800 Umbrella	01/01/2017	01/01/2018	EACH OCCURRENCE	\$15,000,000
C	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CH17EXC893669IC 2nd Layer Excess	01/01/2017	01/01/2018	AGGREGATE	\$15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			wc 0166184-00 Workers Compensation	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570068896407

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BRANCH & DEPT:18-14 - PROJECT MANAGER: ANDY PHELPS. ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO MILWAUKEE COUNTY AS RESPECTS TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

MILWAUKEE COUNTY 9480 WATERTOWN PLANK ROAD WAUWATOSA WI 53226 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>