Wauwatosa, WI 53226

# Right of Entry Permit

Permit Number # 3180

Fee \$ 7800

Expiration Date of Permit: 12/31/23

Permittee shall provide digital copies of record plan drawings, data collection logs, and/or reports for work performed and structures/infrastructure installed on Parks property under this permit within 30 days of project completion

Permittee shall review the Parks Department Moratorium Policy on Vegetation Management during the Bird Nesting Season at https://county.milwaukee.gov/EN/Parks/Plan/Get-a-Permit

Date: <u>01/26/23</u>	
Permittee: Boldt Construction	Contractor: Same
Contact: Dan Pearson	Contact:
Address: N21W23340 Ridgeview Pkwy, Waukesha, WI 53188	Address:
Phone: (414) 940-8508	Phone:
E-Mail: dan.pearson@boldt.com	E-Mail:
KK River Parkway Parkland to Enter Purpose:	West Manitoba Street & South 31st Street Location of Cross Streets

Hospital is unable to accommodate construction supervisory personnel, needed misc tools, etc. due to high levels of patients. No other location gave accessible space for needed personnel to execute hospital improvements. Jobsite office trailer, supervisory personnel to oversee and execute hospital improvements for the Sterile Processing Department, EP 3, EP 4, Breast Imaging, Misc. Jobsite trailer is currently at this location since 2016. Office trailer, desks, printer, conference, misc tools To continue usage throughout 2023





# **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 any Hazardous Materials brought onto or introduced into the Project Area or surrounding areas by Permittee, or its agents. 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 hotlining 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. Permittee shall conduct reasonable and appropriate restoration work to correct any rutting, re-seed disturbed areas, prevent the spread of invasive species, repair any damage to trails, and take the necessary steps to safely work in any environmentally sensitive areas. Permittee shall decontaminate their equipment before arriving and/or leaving a project area in order to prevent the spread of invasive species."
- 7. Permittee shall protect existing trees, shrubs, sensitive wildlife habitat, delineated wetlands and wetland plants, and other vegetation located at or near the Project Area and surrounding areas of the construction site that to which this ROE grants access.
- 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. Countyowned 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 Blake Prusak, Parks Mechanical Services Manager, regarding potential County utilities located within the Project Area allowed by this ROE. A detailed map identifying the hotline request shall be emailed to **Blake.Prusak@milwaukeecountywi.gov** a minimum of five (5) business days before commencing work.





- 14. Permittee is required to contact, *Sarah Toomsen at 414-257-7389 OR Sarah.Toomsen@milwaukeecountywi.gov* 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 if listed to contact the Natural Areas Supervisor below for a site review if the project area is located in one of the Park System's natural areas or agricultural fields.

  Permittee is required to review the Parks Department Moratorium Policy on Vegetation Management during the Bird Nesting Season.

  https://county.milwaukee.gov/EN/Parks/Plan/Get-a-Permit

## N/A

16. 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.

South Mike Wrench: 414-257-8092 OR Michael. Wrench@milwaukeecountywi.gov

Date: _ Date: _	2/6/2023
Date: _	1/26/2023
Date: _	1/26/2023
act Parks l	Planning for a
completion	n of all work:
	completior





The executed permit (or a copy) must be kept at the construction site while working

# **Cognito Forms**

Milwaukee County Parks Right-of-Entry Permit Application

# **Entry Details**

Entry Details	
Permittee Information	
ORGANIZATION / COMPANY	Boldt Construction
POINT OF CONTACT, NAME	Dan Pearson
ADDRESS	N21W23340 Ridgeview Parkway, Waukesha, Wisconsin 53188
PHONE	(414) 940-8508
EMAIL	dan.pearson@boldt.com
Contractor Information	1
ORGANIZATION / COMPANY	Boldt Construction
POINT OF CONTACT, NAME	Dan Pearson
ADDRESS	N21W23340 Ridgeview Parkway, Waukesha, Wisconsin 53188
PHONE	(414) 940-8508
EMAIL	dan.pearson@boldt.com
Project	
PARK / PARKWAY TO BE ACCESSED	KK River Parkway
CROSS STREETS	West Manitoba Street & South 31st Street

DESCRIPTION OF ALTERNATIVES CONSIDERED AND RATIONALE FOR PROPOSAL ON PARKLAND:	Hospital is unable to accommodate construction supervisory personnel, needed misc tools, etc. due to high levels of patients. No other location gave accessible space for needed personnel to execute hospital improvements.
NARRATIVE DESCRIPTION OF THE SCOPE OF THE WORK TO TAKE PLACE:	Jobsite office trailer, supervisory personnel to oversee and execute hospital improvements for the Sterile Processing Department, EP 3, EP 4, Breast Imaging, Misc. Jobsite trailer is currently at this location since 2016.
MATERIALS AND EQUIPMENT TO BE USED:	Office trailer, desks, printer, conference, misc tools
DECONTAMINATION PROCESS OF MATERIALS AND EQUIPMENT, PRIOR TO ARRIVAL ON SITE:	All tools are wiped down as part of infection control process
DECONTAMINATION PROCESS OF MATERIALS AND EQUIPMENT, PRIOR TO LEAVING SITE:	All tools are wiped down as part of infection control process
PROJECT TIMEFRAME:	To continue usage throughout 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2022

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).

this certificate does not comer rights to the certificate holder in hed of such endorsement(s).				
PRODUCER	CONTACT Willis Towers Watson Certificate	e Center		
Willis Towers Watson Midwest, Inc.	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888		67-2378	
c/o 26 Century Blvd P.O. Box 305191	E-MAIL ADDRESS: certificates@willis.com			
Nashville, TN 372305191 USA				
Madritte, IN 372303131 ODA	INSURER(S) AFFORDING COVERAGE		NAIC#	
	INSURER A: Greenwich Insurance Company		22322	
INSURED	INSURER B: XL Insurance America Inc		24554	
The Boldt Company PO Box 419	INSURER C: XL Specialty Insurance Company	7	37885	
Appleton, WI 549120419	INSURER D:			
	INSURER E :			
	INSURER F:		·	

## COVERAGES CERTIFICATE NUMBER: W26854599 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.

INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
LIIX	COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLIOT NOMBER	(MINI/DD/1111)	(MIMI/DD/11111)	EACH OCCURRENCE	\$ 5,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
A							MED EXP (Any one person)	\$ 10,000
		Y		CGD740992403	12/31/2022	12/31/2023	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO			CAH740992503 12/31/202			BODILY INJURY (Per person)	\$
A	OWNED SCHEDULED AUTOS	Y			12/31/2022	12/31/2022 12/31/2023	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY SI,000 \$1,000						PROPERTY DAMAGE (Per accident)	\$
	× compression bed × \$1,000/\$1,000							\$
В	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			US00095951LI22A 12/31/202	12/31/2022	12/31/2023	AGGREGATE	\$ 10,000,000
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
С	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A	Y	Y CWD740991803 12/31/2022 1:	12/31/2023	E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH)	,	- CWD/40991803 12/31/2022		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Excess Workers Compensation		Y	CWE740992103	12/31/2022	12/31/2023		See Below
	Michigan							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Milwaukee County	AUTHORIZED REPRESENTATIVE
9480 Watertown Plank Road	Minteller A Settanon
Wauwatosa, WI 53226	university

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AGENCY CUSTOMER ID:	
LOC #:	

R	
<b>ACORD</b>	

# ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

NAIC#: 37885

Willis Towers Watson Midwest, Inc.		NAMED INSURED The Boldt Company PO Box 419
POLICY NUMBER	Appleton, WI 549120419	
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_25 FORM TITLE: Certificate of Liability Insurance

RE: Parked Job Site Trailer Near St. Luke's Medical Center at 31st Street and Kinickinnie Parkway Blanket Additional Insured - States or Political Subdivisions - Permits

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services to be provided.

A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy as permitted by law.

Notice of Cancellation per attached forms.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:
Excess Workers Compensation E.L. Each Accident \$1,000,000
Michigan E.L. Disease-Each Emp \$1,000,000
E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Michigan: Statutory Benefits; Retention \$500,000.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:
Excess Workers Compensation E.L. Each Accident \$1,000,000
Oklahoma & Minnesota E.L. Disease-Each Emp \$1,000,000
E.L. Disease-Pol Lmt \$1,000,000

#### ADDITIONAL REMARKS:

Excess Workers Compensation Oklahoma & Minnesota: This policy covers Minnesota for Employers Liability only. Minnesota Excess Workers Compensation Policy is written through the MN Workers Compensation Rating Association with a \$500,000 Retention. Oklahoma with \$500,000 Retention.

ACORD 101 (2008/01)

AGENCY CUSTOMER ID:	
LOC #:	

ACORD®

# ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED The Boldt Company PO Box 419	
POLICY NUMBER	Appleton, WI 549120419	
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:
Excess Workers Compensation E.L. Each Accident \$1,000,000
Wisconsin E.L. Disease-Each Emp \$1,000,000
E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Wisconsin: Statutory Benefits; Retention \$500,000.

ACORD 101 (2008/01)

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This endorsement, effective 12:01 a.m., 12/31/22 forms a part of

Policy No. CGD740992403 issued to THE BOLDT COMPANY

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

This endorsement, effective 12:01 a.m., 12/31/2022 forms a part of Policy No. CAH740992503 issued to THE BOLDT COMPANY

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

(Ed. 12/10)

#### **ENDORSEMENT#**

This endorsement, effective 12:01 a.m., 12/31/2022 forms a part of

Policy No. CWD740991803

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
WillisTowers Watson		

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021-12/31/2022	Policy No. CWD740991802 Endorsement No.
Insured The Boldt Company	Premium

Income and Common VI. Conscient description	On the section and but
Insurance Company XL Specialty Insurance Company	Countersigned by

WC 99 06 57 Ed. 12/10

This endorsement, effective 12:01 a.m., 12/31/2022 forms a part of

Policy No. CWE740992103 issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Mailing Address:	Number of Days Advanced Notice of Cancellation:
	30
	Mailing Address:

This endorsement, effective 12:01 a.m., 12/31/22 forms a part of

Policy No. CWE740992003

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

This endorsement, effective 12:01 a.m., 12/31/22 forms a part of

Policy No. CWE740991903 issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Mailing Address:	Number of Days Advanced Notice of Cancellation:
	30
	Mailing Address:

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

## G. First Named Insured Responsibilities and Duties

The Named Insured first listed in Item 1 of the Declarations will be responsible for and act on behalf of all "Insureds" with respect to the payment of any premiums and determination and receipt of payments of "Loss" due under this policy.

# H. Underlying Insurance

The "Insured' represents that the applicable limit of the "Underlying Insurance" will be unimpaired as of the effective date of this policy. In the event of non-concurrent policy periods between this policy and any "Underlying Insurance", only covered "Occurrences" taking place during the Policy Period of this policy will be considered in determining the extent of any erosion or exhaustion of the applicable limit of "Underlying Insurance".

## I. Cancellation and Non-Renewal

The cancellation and non-renewal provisions of this policy will follow the cancellation and non-renewal provisions of the "Controlling Underlying Insurance" except as provided by endorsement to this policy.

#### J. Other Insurance

If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

## **SECTION VI - DEFINITIONS**

- A. "Controlling Underlying Policy" means the policy shown in Item A. of the Schedule of "Underlying Insurance" of this policy.
- B. "Defense Expenses" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If not defined in the "Controlling Underlying Policy", "Defense Expenses" will mean reasonable and necessary expenses and costs incurred in investigating and defending against any claim, suit or other proceeding, and will include, without limitation, attorneys' fees.
- C. "Insured" means each entity or person which is insured under all "Underlying Insurance" in the same capacity as which such insurance is afforded.
- D. "Loss" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If there is no definition of "Loss" or equivalent term in the "Controlling Underlying Policy" then "Loss" shall mean:



# Milwaukee County Parks

9480 Watertown Plank Rd Wauwatosa, WI 53226

# Right of Entry Permit

Fee	\$3130	
	•	

Restoration Bond Amount

Construction work on most Milwaukee County facilities is permitted by Milwaukee County at this time. This is contingent on Milwaukee County's review and approval of the contractor's submitted COVID-19 Response Plan prior to commencement of activities on the construction site. Each company's written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment requirements, and the company will update that plan on a regular basis for the duration of the COVID-19 Situation. Each Company's Response Plan must meet the minimum requirements of the Milwaukee County COVID-19 RESPONSE PLAN CHECKLIST.

The submitted COVID-19 RESPONSE PLANS must be reviewed and approved in writing by Milwaukee County. Please revise your COVID-19 Policy & Procedures to meet these minimum requirements and submit to this office.

Parks Department Moratorium Policy on Vegetation Management during the Bird Nesting Season (attach on the left)

Date <u>:</u>	12/03/21	Expiration Date of Permit: 12/31/22
Permittee	E: Boldt Construction	Contractor: SAME
Contact:	Dan Pearson	Contact:
Address:	N21W23340 Ridgeview Parkway, Waukesha, WI 53188	Address:
Phone:	(414) 940-8508	Phone:
E-Mai <u>l:</u>	dan.pearson@boldt.com	E-Mail:
	To gain access to job office trailer, concrete sidewalks that is on country property. Used for various constructive Elevator Lobby(s), Neuro ICU, ED Renovation, ED Ma There is a jobsite trailer that is currently in place. 1/1/2:	nder this permit within 30 days of project completion next to St. Luke's and behind Grace Lutheran Church on projects (currently Sterile Processing, Fire Rated asterplan at St. Luke's Medical Center.





#### **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 any Hazardous Materials brought onto or introducedinto the Project Area or surrounding areas by Permittee, or its agents. Permittee shall indemnify, defend and hold the Countyharmless 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 otherapplicable regulatory agencies.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigationor 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. Permittee shall conduct reasonable and appropriate restoration work to correct any rutting, re-seed disturbed areas, prevent the spread of invasive species, repair any damage to trails, and take the necessary steps to safely work in any environmentally sensitive areas. Permittee shall "decontaminate" their equipment before arriving and/or leaving a project area in order to prevent the spread of invasive species."
- 7. Permittee shall protect existing trees, shrubs, sensitive wildlife habitat, 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 **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 414-257-7389 OR Sarah.Toomsen@milwaukeecountywi.gov 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 if listed to contact the Natural Areas Supervisor below for a site review if the project area is located in one of the Park System's natural areas or agricultural fields. Permittee is required to review the Parks Department Moratorium Policy on Vegetation Management during the Bird Nesting Season. (attached)

N/A

16. 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.

South Mike Wrench: 414-257-8092 OR Michael.Wrench@milwaukeecountywi.gov

Authorized Parks Department Representative:

Ureas	Date: _	12/15/2021
Permittee Approval and Acceptance of Conditions:		
Dan Pearson	Date:	12/15/2021
* Please sign below if if restoration is accepted. If not, please	e contact Parks Pla	nning for permit extension.
Deputy Regional Manager approval upon satisfactory compl	etion of all work:	
	Date:	





COVID-19 transmission and prevention presents an unusual risk on our construction sites. Our daily safety task analysis should include the requirements needed to implement the CDC Guidelines for avoiding transmission and these Recommended Practice for Job Sites. These guidelines set out our current best thinking about how to combat the spread of COVID-19. As conditions change, we will update the guidelines. If you have questions about how to best implement these guidelines on your project, please contact your manager or the lead safety professional in your Operating Group.

#### **WORKER PERSONAL RESPONSIBILITIES**

- IF YOU FEEL SICK, STAY HOME. IF YOU BEGIN TO FEEL SICK WHILE AT WORK, TELL SOMEONE AND GO HOME.
- Employees need to take steps to protect themselves. Refer to <u>CDC guideline: How to Protect Yourself</u>. If employees have symptoms of acute respiratory illness (i.e., **fever**, **cough**, **shortness of breath**), they must stay home and not come to work until 1. free of symptoms for at least 72 hours, without use of medicine, <u>and</u> 2. all symptoms have improved, <u>and</u> 3. seven (7) days have passed from when they first experienced symptoms; or as recommended by CDC. Refer to <u>CDC guideline: What To Do if You Are Sick</u>.
- Employees must notify their supervisors and stay home if they are sick. They should consult medical attention if they develop symptoms of acute respiratory illness. Refer to o <u>CDC guideline: What To Do if You Are Sick.</u>
- If tested and diagnosed with COVID-19, notify your supervisor, follow medical direction and do not report to work until a negative test result is returned or a medical professional has provided a return-to-work notice.

#### **SOCIAL DISTANCING**

- Work in occupied areas must be planned and performed using social distancing.
  - Limit physical contact with others. Do not shake hands, share office supplies or tools (this
    includes fall protection harnesses and similar PPE worn or handled by employees. Direct
    employees to increase personal space to at least 6 feet.
  - All safety task analysis should be done to accommodate maintaining at least 6 feet of separation between employees. If you are not able to develop a plan to perform the work safely and according to our Recommended Practices for Jobsites, then that work should not proceed. In that case, field leaders should advise the Project Manager so that appropriate actions can be taken.
  - Do not share common consumables or materials such as boxes/containers of nails, screws, fittings or other items once the items have been removed from a common source of supply and used by an individual.
  - When possible, eliminate all face-to-face meetings and replace them with phone or online meetings.
  - Eliminate 'All-Hands' meetings; replace with small-group meetings and maintain social distancing.
  - Take breaks and lunch in shifts to reduce the size of the group in the lunch area at any one time to maintain social distancing
  - Notify Subcontractors to plan and perform their work and conduct their breaks according to these guidelines.

4/17 Update:
Boldt will ensure
that individuals on
site take break in
their personal
vehicle or at the
designated break
area with chairs
distanced
properly.

#### **GENERAL JOB SITE / OFFICE PRACTICES**

- In order to provide consistent, up-to-date communications, all COVID-19 related protocols will be
  posted on The Communicator, and Daily Updates will provide information updates as new information
  becomes available. These Recommended Practices for Job Sites and all referenced documents and
  CDC Posters shall be printed and prominently displayed in our offices, job site trailers, and at other
  locations on the jobsite where posted information can be readily seen by all workers in the field.
- Please take time to review this information and to assure that it is communicated to all workers.
- Daily Health Verifications shall be obtained from all on-site personnel, including all employees of Boldt, subcontractors, vendors, OEMs, equipment suppliers, public agencies, consultants, design professionals, and Owner and Owner's independent contractors. Take action based upon the information provided as directed in the Health Condition Response Guidelines and the Follow-Up Action Guide.
- If an employee is confirmed to have COVID-19, implement the Boldt Safety Reporting protocol as if this were a physical injury. It is expected that the Regional Safety Leader, the Boldt Safety Director, and the EVP, Human Resources will be notified by phone or text message within 30 minutes. Consult and follow the directions provided in the **Follow-up Action Guide**. As required by the Follow-up Action Guide, complete the COVID-19 Questionnaire and ask the affected employee to identify those other employees with whom he/she came into contact during the period of their employment.
- If you become aware that an individual who has been on-site, but is no longer present, either experienced COVID-19 symptoms or later tested positive for COVID-19, immediately notify your supervisor and Project Manager. Consult and follow the directions provided in the Follow-up Action Guide. In turn, implement the Boldt Safety Reporting protocol as if this were a physical injury. It is expected that the Regional Safety Leader, the Boldt Safety Director, and the EVP, Human Resources will be notified by phone or text message within 30 minutes. These individuals will assist in helping the team determine the proper course of action concerning notification and path forward at that project.
- Attendance at safety meetings should be communicated verbally and the foreman/superintendent will sign in each attendee. Do not pass around a pen, sign-in sheet or mobile device (iPad, tablet, or mobile phone) to confirm attendance.
  - iPad and mobile device use should be limited to a single user and regularly wiped down and disinfected.

#### **JOB SITE VISITORS**

- Non-essential visitors shall be excluded from the job site. Only workers and individuals providing services essential to performance of the work are permitted. Restrict the number of individuals on the job site, including in the trailer or office.
- Face-to-face "meetings" (including inspections) must adhere to social distancing and are limited to no more than 5 individuals or the maximum permitted by governmental direction, whichever is less.
- All individuals entering the job site must be screened before being permitted access to the project site using the Daily Health Verification.

## **SANITATION AND CLEANLINESS**

- Promote frequent and thorough hand washing with soap and running water for at least 20 seconds.
   The project should also provide hand sanitizer when hand washing facilities are not available. Refer to CDC guideline: When and How to Wash Your Hands.
  - All workers should wash hands often, especially before eating, smoking, or drinking, and after blowing your nose, coughing, or sneezing. Workers should refrain from touching their face.
  - All sites should have hand washing stations readily available to all workers on site. If you
    have a large site, get a hand washing station from your portable job site toilet provider.
  - Provide hand sanitizer with at least 60% alcohol in addition to hand washing facilities.
     However, if hands are visibly dirty, always wash with soap and water. While alcohol-based hand sanitizer greatly reduces the number of germs, they may not eliminate all germs. Proper handwashing is the most effective control
  - All workers should wash hands before and after entering any sanitary unit, as well as regularly and periodically throughout the day.
  - If on a remote project, fill an Igloo-type water cooler with water (hot water, if available)
     and label "hand washing only." This is a good option for vehicles as well.
  - Boldt should request Subcontractors to comply with these policies and assure thee topics are discussed with all workers.
- Disinfect frequently-touched surfaces within the workplace multiple times each day. Refer to <u>CDC</u> <u>Guideline: Clean & Disinfect</u> as well as the supplemental Boldt document "Cleaning & Disinfecting."
  - Individuals should disinfect tools and common equipment, including personnel hoists, construction elevators (including call buttons at access points), lifts, ladders, and interior cabs of heavy equipment prior to and after use. Wipe down and disinfecting should include controls, seats, handrails or other frequently touched surfaces.
  - Disinfectant wipes or a bleach/water solution should be available and used to wipe down any surfaces (doorknobs, keyboards, remote controls, desks) that are commonly touched periodically each day, ideally after each use. Place hand sanitizer adjacent to doors.
  - Portable job site toilets should be cleaned by the leasing company at least twice per week (disinfected on the inside). Double check that hand sanitizer dispensers are filled - if not, fill them. Frequently touched items (i.e., door pulls and toilet seats) should be disinfected frequently, ideally after each use.
  - o In addition to providing sanitizing wipes for use by workers, **job site trailers and break/lunchrooms** that are used by multiple people, must be cleaned **at least** twice per day, including sweeping and disinfecting the floor with a diluted bleach solution as described in the guidelines for Cleaning & Disinfecting on the Connector. Each job shall create and post a cleaning schedule, identifying the areas/objects to be cleaned and the time of day when cleaning is scheduled. The plan should be developed to assure that the area is cleaned between each planned use. After each cleaning, the schedule be initialed by the individual who performs each cleaning. Further guidelines on Cleaning & Disinfecting can be found on The Connector.
  - Jobsite entrances, including pull handles, locks, doorknobs, and panic devices, stair tower and handrails shall be wiped down with household cleaners or disinfectant wipes periodically throughout the day, and shall be thoroughly cleaned and disinfected at least twice per day,

- Employees performing cleaning will be issued proper PPE, such as nitrile gloves and eye or face
  protection, as needed. Gloves should be discarded after each cleaning. If reusable gloves are used,
  those gloves should be dedicated for cleaning and disinfection for COVID-19, should be labeled,
  and should not be used for other purposes. Individuals should properly wash their hands
  immediately after gloves are removed.
- Provide tissues and encourage employees to cover their noses and mouths with a tissue (or elbow
  or shoulder if a tissue is not available) when coughing or sneezing. Wash your hands after each time you cough,
  sneeze, or blow your nose, and any time before touching your face or food. Refer to <a href="CDC guideline: Coughing & Sneezing">CDC guideline: Coughing & Sneezing</a>. Provide plastic bag-lined trash receptacles throughout the shared job site office and trailer areas.
  - Any trash from the trailers or the job site should be changed frequently by someone wearing gloves. After changing the trash, the employee should throw the gloves away and wash their hands.

## PERSONAL PROTECTIVE EQUIPMENT (PPE)

- **Gloves:** Gloves should be worn at all times while on site. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves.
- Eye protection: Eye protection should be worn all times while on site.
- The CDC is currently not recommending that healthy people wear face masks. Please continue to provide and direct employees to wear face masks if required by the work.

#### **DISCIPLINARY ACTION**

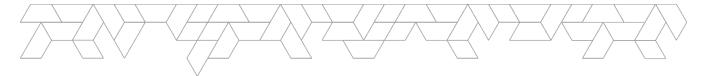
- To ensure a safe place for each employee, Boldt has developed a Disciplinary Policy and Procedure to enforce these safety rules and regulations.
- As a result of a safety violation, the employee may be subject to disciplinary action up to and including
  termination. Nothing in Boldt's disciplinary policy prohibits the immediate dismissal or removal from
  the jobsite of any employee whose conduct constitutes a serious violation of the safety requirements
  that could cause serious danger to the employee, co-workers, property, equipment, or the employees
  of others.

#### 6/19 Update:

Boldt will require and provide (if needed) all contractors on site to wear a mask at all times in accordance with the AAH protocols for COVID-19 (Masks are ASTM-Level 1 at a minimum, covering both nose and mouth)

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Will continue to use the latest and greatest DHV form as it continues to be updated.



## DAILY HEALTH VERIFICATION

The safety of our employees, supplier partners, customers, families, and visitors remains The Boldt Company's overriding priority. In an effort to protect against COVID-19, Boldt has implemented certain protocols. As an interim measure, Boldt asks all employees, supplier partners, customers, and visitors to complete this health declaration prior to entering any Boldt facility or jobsite. This form is voluntary; however, you will not be allowed access to any Boldt facility or jobsite if you decline to fully respond. The data will be used solely for purposes of preventing COVID-19 transmission and/or responding to a future COVID19 diagnosis and will not be shared with anyone beyond those who reasonably need to know in order to apply The Boldt Company's workplace safety policies or as required by a public health authority or other such body.

1. In the past 14 days, have you been in "close contact" with anyone who is currently diagnosed with or tested positive for COVID19, or who has exhibited symptoms of COVID-19?			
YesNo			
"Close Contact" is defined as being within approximately 6 feet of a COVID-19 caclose contact can occur while caring for, living with, visiting, or sharing a healthca COVID_19 case, or having direct contact with infectious secretions of a COVID-19	re waiting area or room with a		
"Close Contact" is NOT: walking by a person who is symptomatic or has a laboratory-confirmed COVID-19 test, or briefly being in the same room, or being in the same indoor environment (e.g. classroom, meeting room, job site) for a prolonged period with a person who is symptomatic or has laboratory-confirmed COVID-19 as long as proper social distancing of 6 feet or greater was maintained and you were not directly exposed to infectious secretions (e.g., being coughed on).			
2. Have you been advised by a doctor, healthcare provider, or any public health authority to stay home or otherwise avoid contact with others?			
YesNo			
3. Do you now, or have you recently had a fever, cough, shortness of breath or ar	ny other symptoms of COVID-19?		
YesNo			
4. In the past 14 days, have you traveled outside of the United States?			
YesNo			
*NOTE: If you have answered "Yes" to any of the questions above, you will not be	allowed on the site.		
Name Signature	Company Date		

## 4/17 Update:

Boldt will also complete temperature reading of each individual on site with a no-touch thermometer at the start of each work day. Temperature below 100 degrees F will be required to stay on site.





# **COVID-19 FOLLOW-UP ACTION GUIDE SUMMARY:** TOPIC: How to gather information and be prepared to take Notify Chain of Command necessary action when individuals are symptomatic or **Gather Information** have been diagnosed with COVID-19 Receive direction and implement action plan Situation/Background The CDC and other government agencies have provided guidance on information to be obtained and actions to be taken in the event that individuals in the workplace either display symptoms of COVID-19 or have received a COVID-19 diagnosis. In order to ensure that our actions are consistent with these guidelines and to protect the health and safety of project personnel, we ask that all projects follow these protocols. **Response Instructions** Please assure that you review and distribute these guidelines with all Boldt supervisors. Please make sure that all subcontractors and on-site suppliers, vendors, equipment installers, and visitors are provided direction to notify a Boldt Supervisor if anyone suspects that an individual on site is ill or has been in recent contact with an individual who has been diagnosed with COVID-19. **Instructions for All Personnel** If you: Then take these actions: Develop symptoms of COVID-19 at home: If you are at home, stay home do **NOT** report to work. ☐ Symptoms include: cough, fever (subjective or Notify your supervisor. taken orally at or above 100.4 F), shortness of Seek appropriate care and instruction from your breath or respiratory distress. primary care provider. Develop symptoms of COVID, and you are at work: Notify your supervisor and/or Boldt onsite Project lead. ☐ Symptoms include: cough, fever (subjective or Practice proper social distancing (6ft of distance) and taken orally at or above 100.4 F), shortness of ensure proper hygiene practices are followed. breath or respiratory distress. Are informed that someone who was previously at the Notify your supervisor and/or Boldt onsite Project lead. worksite has developed symptoms or tested positive for COVID-19:

Posnonco Instru	ustions for Supervisors (Site Leaders
kesponse mstr	uctions for Supervisors/Site Leaders
If you:	Then take these actions:
Become aware that an individual at the job:  Answered "yes" to one of the questions in the Daily Health Verification, or  Exhibits visible symptoms while working that would result in being sent home under the Health Condition Response Guidelines, or  Reports that they have begun feeling ill during the day, or	<ul> <li>□ Assure that you maintain proper social distancing and hygiene practices.</li> <li>□ Escort the individual to a designated room or area to isolate them from others.</li> <li>□ Follow Boldt Safety Reporting protocol and notify (1) the regional safety director, (2) Boldt Corporate Safety Director – Scott Frazer, and (3) EVP Human Resources – Holly Lifke (via phone or text) within 30 minutes of report.</li> <li>□ Complete the COVID-19 Questionnaire and instruct the individual to go home and get appropriate medical care.</li> <li>□ Send an electronic copy of the COVID-19 Questionnaire to EVP HR – Holly Lifke (evphr@boldt.com) under subject line: "Immediate Action Request – COVID-19 Assessment".</li> <li>□ Wait for further instructions on immediate next actions from the response team.</li> <li>□ Do not broadly communicate about possible exposure or divulge the name of the individual reporting. The response team will help develop the appropriate communication and required notice to individuals onsite.</li> <li>□ Initial cleaning and disinfecting procedures may be appropriate based on information collected in the COVID-19 Questionnaire, proceed as appropriate. If broader disinfecting and cleaning is required such decisions will be coordinated with the response team.</li> <li>□ Do not discontinue worksite operations unless specifically instructed to do so by the response team.</li> </ul>
Become aware that an individual who was previously onsite, but is no longer present, has developed symptoms of COVID-19 or has since tested positive:	<ul> <li>□ Follow Boldt Safety Reporting protocol and notify (1) the regional safety director, (2) Boldt Corporate Safety Director − Scott Frazer, and (3) EVP Human Resources − Holly Lifke (via phone or text) within 30 minutes of report.</li> <li>□ Wait for further instructions on immediate next actions from the response team.</li> <li>□ Do not broadly communicate possible exposure or the name of the individual reporting. The response team will help develop the appropriate communication and required notice to possible exposed individuals, owners, and other parties onsite.</li> <li>□ Initial cleaning and disinfecting procedures may be appropriate based on information collected in the COVID-19 Questionnaire, proceed as appropriate. If broader disinfecting and cleaning is required such decisions will be coordinated with the response team.</li> <li>□ Do not discontinue worksite operations unless specifically instructed to do so by the response team.</li> </ul>

# **CLEANING & DISINFECTING GUIDELINES**

In addition to our recommendations for hand washing and personal hygiene, during the COVID-19 outbreak we are striving to provide for more frequent cleaning of public areas such as break rooms, meeting rooms and restrooms. Make sure that adequate supplies of sanitizing wipes and hand sanitizer are available in these areas and outside of all port-a-johns.

#### **General Recommendations for Routine Cleaning and Disinfection**

Each site will be required to practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks) with household cleaners and <a href="EPA-registered disinfectants">EPA-registered disinfectants</a> that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

Refer to the CDC guideline: Clean & Disinfect.

In addition to providing disinfecting wipes to allow individuals to clean an area both before and after use, job site trailers and break/lunchrooms that are used by multiple people, must be cleaned at least twice per day. Each job shall create and post a cleaning schedule, identifying the areas/objects to be cleaned and the time of day when cleaning is scheduled. After each cleaning, the schedule shall be initialed by the individual who performs each cleaning.

#### **How to Clean & Disinfect**

Wear disposable gloves and eye protection when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.

If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.

- Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application, ensuring a contact time of at least I minute, and provide for proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against Coronaviruses when properly diluted.
  - Prepare a bleach solution by mixing:
    - 5 tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water or
    - 4 teaspoons bleach per quart of water
- Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

## **Electronics**

- For electronics such as cell phones, tablets, touch screens, remote controls, and keyboards, remove visible contamination if present.
  - o Follow the manufacturer's instructions for all cleaning and disinfection products.
  - Consider use of wipeable covers for electronics.
  - o If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.



# Workers performing this cleaning and disinfecting should:

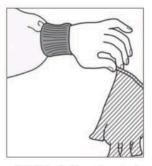
- Wear PPE. This should include disposable gloves and eye protection.
- Gloves should be discarded after each cleaning. Gloves should be removed and disposed of as shown below.
- Clean hands immediately after PPE is removed.



- Grasp outside edge near wrist.
- Peel away from hand, turning glove inside-out.
- Hold in opposite gloved hand.



 Slide ungloved finger under the wrist of the remaining glove.



- Peel off from inside, creating a bag for both gloves.
- Discard gloves in waste container.

## **CLEANING OF TOOLS TO HELP PREVENT SPREAD OF COVID-19**

Should a tool need to be cleaned that does not have blood or visible bodily fluids on it, Milwaukee® recommends the following protocol. This protocol is subject to the recommendations of the Centers for Disease Control ("CDC"), OSHA, and those of State and Local health departments. Please follow applicable guidelines of these agencies.

- People handling tools should wash their hands or use a proper hand sanitizer before and after use to help prevent contamination.
- People handling tools should be properly trained and protected using necessary Personal Protective Equipment (PPE).
- Clean tools with mild soap, a clean damp cloth, and, as needed, an approved diluted bleach solution only.
   Certain cleaning agents and solvents are harmful to plastics and other insulated parts and shouldn't be used.
- Milwaukee® does not recommend cleaners that have conductive or corrosive materials, especially those with ammonia. Some of these include gasoline, turpentine, lacquer thinner, paint thinner, chlorinated cleaning solvents, ammonia and household detergents containing ammonia.
- Never use flammable or combustible solvents around tools.

#### **CLEANING OPTIONS:**

#### 1. MILD SOAP & REST

If no blood was present on the product, it can be **cleaned with mild soap and a damp cloth to remove the fluids and then left to rest for 3 days.** This is based on CDC advisement that the virus may live on plastic surfaces for up to 72 hours, which suggest that the virus would no longer be harmful after the resting period. After this, the tool can be cleaned again.

\*Recommended for batteries

## 2. MILD SOAP & DILUTED BLEACH SOLUTION

If no blood was present on the product, it can be **cleaned with a mild soap and damp cloth to remove dirt and grease and then decontaminated with a diluted bleach solution**, which is consistent with CDC
advise. The full diluted bleach cleaning procedure can be found below.

\*Not recommended for batteries

#### **PROCEDURE**

- 1. Clean the product surface with mild soap and water to remove dirt and grease.
- 2. Dip a clean cloth into the dilute bleach solution.
- 3. Wring out the cloth so it is not dripping wet.
- 4. Gently wipe each handle, grasping surfaces, or outer surfaces with the cloth, using care to ensure liquids do not flow into tool.
- 5. No other cleaning material should be used as the diluted bleach solution should never be mixed with ammonia or any other cleanser.
- 6. Allow the surface to dry naturally.
- 7. The cleaner should avoid touching their face with unwashed hands and should immediately wash their hands after this process.

A properly diluted bleach solution can be made by mixing:

- 5 tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water; or
- 4 teaspoons bleach per quart of water

**NOTE:** If blood was on the product, advance cleaning is needed. Follow established Bloodborne Pathogen protocols for your business. Under OSHA requirements, anyone required to perform this type cleaning should be trained in Bloodborne Pathogens and the use of the necessary PPE for this work.

# SOCIAL DISTANCING EXEMPTIONS:

ln response to guidance from the Centers for Disease Control and Prevention (CDC) and the Occupational Safety & Health Administration (OSHA), Boldt's preferred practice to combat the potential exposure between on-site workers to the coronavirus, is to identify methods of performance for construction tasks that maintain a minimum of feet separation between co-workers. Boldt's Job Site Guidelines require teams to develop safe methods to execute the work, while maintaining this social distancing. Teams are required to develop Safety Task Analysis that addresses all safety hazards, including the need to maintain social distancing.

If a task must be performed and the team believes it cannot be safely performed while conforming to the social distancing guidelines, as prescribed by CDC, then the team should promptly notify Scott Frazer, Corporate Safety Director. Merely because the task cannot be performed efficiently without maintaining social distances will not suffice as a reason not to follow those guidelines. Rather a showing must be made that a task/work is critical, and no feasible, safe alternative is available that will meet the guidelines. Any proposal to perform work that does not maintain the required social distancing shall be approved by the Corporate Safety Director, in consultation with the COVID-19 Task Force Core Group.

Each Project Executive, or designee shall present the task and a proposed Method of Procedure (MOP) that has been reviewed and endorsed by the Regional Safety Leader. In addition to the MOP, the plan for completion should include a narrative, photographs and other depictions of work/task, along with an explanation of the reasons the guidelines cannot be met, and the analysis done to reach that conclusion. The Core Group will review the plan to ensure there is no other safe, feasible way to complete the task while following and maintaining social distancing. If the Core Group determines there is no other feasible way to complete the task, it may grant an exemption to the social distancing guidelines and will give specific guidance on the methods for safe completion of the task as described in the MOP. This exemption will be given in writing.

The following information is offered as guidance to team members in considering whether to pursue a request to be exempted from the social distancing directive. It is based on current information from CDC and OSHA and will be updated as their guidance evolves.

This guidance is for those employees who will have close contact (work within 6' of each other) that cannot be eliminated using administrative or engineering controls, and where contact with symptomatic ill persons is not expected.

Such employees may use personal protective equipment to prevent sprays of potentially infected liquid droplets (from talking, coughing, or sneezing) from contacting their nose or mouth and to provide protection against a risk of airborne transmission.

It should be noted that wearing a respirator may be physically burdensome to employees, particularly when the use of PPE is not common practice for the work task.

Additionally, respirators must be used in the context of Boldt's comprehensive respiratory protection program. It is important to medically evaluate employees to assure that they can perform work tasks while wearing a respirator and that respirator fit tests are conducted. Employees must also be trained in the proper use and care of a respirator. Also, it is important to train employees to put on (don) and take off (doff) PPE in the proper order to avoid inadvertent self-contamination.

To offer protection, respirators must be worn correctly and consistently throughout the time they are being used, and should be used in conjunction with interventions that are known to prevent the spread of infection, such as respiratory etiquette, hand hygiene, and social distancing.



4/6/2020 Page 1 of 1



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/01/2021

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

COVEDACES CERTIFICATE NUMBER, W22972816	DEVICION NUM	ADED.
	INSURER F:	
	INSURER E:	
Appleton, WI 549120419	INSURER D:	
PO Box 419	INSURER C: XL Specialty Insurance Company	37885
INSURED The Boldt Company	INSURER B: XL Insurance America Inc	
INCLIDED		24554
	INSURER A: Greenwich Insurance Company	22322
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#
P.O. Box 305191	ADDRESS.	
_	ADDRESS: certificates@willis.com	
c/o 26 Century Blvd	(A/C, No, Ext): 1-877-945-7378	(A/C, No): 1-888-467-2378
PRODUCER Willis Towers Watson Midwest, Inc.	NAME.	
	CONTACT Willis Towers Watson Certificate	- Combon
this certificate does not confer rights to the certificate holder in lieu of si	ucn engorsement(s).	

CERTIFICATE NUMBER: 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

INSR	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LTR		INSE	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
	X COMMERCIAL GENERAL LIABILI	гү					EACH OCCURRENCE	\$ 5,000,000
	CLAIMS-MADE X OCCL	R					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A							MED EXP (Any one person)	\$ 10,000
		Y	Y	CGD740992402	12/31/2021	12/31/2022	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PE						GENERAL AGGREGATE	\$ 5,000,000
	POLICY A FRO-						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	× ANY AUTO						BODILY INJURY (Per person)	\$
A	OWNED SCHEDUL AUTOS ONLY	ED Y	CAH740992502	12/31/2021	12/31/2022	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY \$1,000/\$1,000					PROPERTY DAMAGE (Per accident)	\$	
	× Comp/Coll Ded × \$1,000/\$	1,000						\$
В	UMBRELLA LIAB X OCCL	IR					EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB CLAIN	IS-MADE		US00095951LI21A	12/31/2021	12/31/2022	AGGREGATE	\$ 10,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
С	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	No N/A	Y	GTTD 7 40001000	12/31/2021	12/31/2022	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under	- 147.6		CWD740991802			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Excess Workers Compensation	n	Y	CWE740992102	12/31/2021	12/31/2022		See Below
	Michigan							
			-					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
William In a Country	AUTHORIZED REPRESENTATIVE
Milwaukee County	# Y 1 A 1
9480 Watertown Plank Road	llustatur (1 starsurs
Wauwatosa, WI 53226	J. C. M. 101 AMb. 2016.

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AGENCY CUSTOMER ID:	
LOC #:	



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

NAIC#: 37885

Willis Towers Watson Midwest, Inc.		NAMED INSURED The Boldt Company PO Box 419
POLICY NUMBER		Appleton, WI 549120419
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: Parked Job Site Trailer Near St. Luke's Medical Center at 31st Street and Kinnickinnic Parkway Blanket Additional Insured - States or Political Subdivisions - Permits

Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services to be provided.

A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy as permitted by law.

Notice of Cancellation per attached forms.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:
Excess Workers Compensation E.L. Each Accident \$1,000,000
Michigan E.L. Disease-Each Emp \$1,000,000
E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Michigan: Statutory Benefits; Retention \$500,000.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Excess Workers Compensation E.L. Each Accident \$1,000,000

Oklahoma & Minnesota E.L. Disease-Each Emp \$1,000,000

E.L. Disease-Pol Lmt \$1,000,000

#### ADDITIONAL REMARKS:

Excess Workers Compensation Oklahoma & Minnesota: This policy covers Minnesota for Employers Liability only. Minnesota Excess Workers Compensation Policy is written through the MN Workers Compensation Rating Association with a \$500,000 Retention. Oklahoma with \$500,000 Retention.

ACORD 101 (2008/01)

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CERT: W22972816

AGENCY CUSTOMER ID: _	
LOC #:	

ACORD®

## ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

Willis Towers Watson Midwest, Inc.		NAMED INSURED The Boldt Company PO Box 419
POLICY NUMBER		Appleton, WI 549120419
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

**ADDITIONAL REMARKS** 

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,		
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance		
INSURER AFFORDING COVERAGE: XL Specialty Insurance Company	NAIC#: 37885	
POLICY NUMBER: CWE740991902		

SUBROGATION WAIVED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:
Excess Workers Compensation E.L. Each Accident \$1,000,000
Wisconsin E.L. Disease-Each Emp \$1,000,000
E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Wisconsin: Statutory Benefits; Retention \$500,000.

ACORD 101 (2008/01)

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CERT: W22972816

SR ID: 21881419

BATCH: 2324767

This endorsement, effective 12:01 a.m., 12/31/21 forms a part of

Policy No. CGD740992402 issued to THE BOLDT COMPANY

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

This endorsement, effective 12:01 a.m., 12/31/2021 forms a part of Policy No. CAH740992502 issued to THE BOLDT COMPANY by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

(Ed. 12/10)

#### **ENDORSEMENT#**

This endorsement, effective 12:01 a.m., 12/31/2021 forms a part of

Policy No. CWD740991802

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
WillisTowers Watson		

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2021-12/31/2022 Policy No. CWD740991802 Endo	orsement No.
Insured The Boldt Company	Premium

Insurance Company XL Specialty Insurance Company	Countersigned by

WC 99 06 57 Ed. 12/10

This endorsement, effective 12:01 a.m., 12/31/2021 forms a part of

Policy No. CWE740992102 issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

This endorsement, effective 12:01 a.m., 12/31/21 forms a part of

Policy No. CWE740992002

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

This endorsement, effective 12:01 a.m., 12/31/21 forms a part of

Policy No. CWE740991902 issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

#### G. First Named Insured Responsibilities and Duties

The Named Insured first listed in Item 1 of the Declarations will be responsible for and act on behalf of all "Insureds" with respect to the payment of any premiums and determination and receipt of payments of "Loss" due under this policy.

#### H. Underlying Insurance

The "Insured' represents that the applicable limit of the "Underlying Insurance" will be unimpaired as of the effective date of this policy. In the event of non-concurrent policy periods between this policy and any "Underlying Insurance", only covered "Occurrences" taking place during the Policy Period of this policy will be considered in determining the extent of any erosion or exhaustion of the applicable limit of "Underlying Insurance".

#### I. Cancellation and Non-Renewal

The cancellation and non-renewal provisions of this policy will follow the cancellation and non-renewal provisions of the "Controlling Underlying Insurance" except as provided by endorsement to this policy.

#### J. Other Insurance

If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

#### **SECTION VI - DEFINITIONS**

- A. "Controlling Underlying Policy" means the policy shown in Item A. of the Schedule of "Underlying Insurance" of this policy.
- B. "Defense Expenses" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If not defined in the "Controlling Underlying Policy", "Defense Expenses" will mean reasonable and necessary expenses and costs incurred in investigating and defending against any claim, suit or other proceeding, and will include, without limitation, attorneys' fees.
- C. "Insured" means each entity or person which is insured under all "Underlying Insurance" in the same capacity as which such insurance is afforded.
- D. "Loss" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If there is no definition of "Loss" or equivalent term in the "Controlling Underlying Policy" then "Loss" shall mean:



## Milwaukee County Parks

9480 Watertown Plank Rd Wauwatosa, WI 53226

## Right of Entry Permit

Permit Fee \$3150.00

Restoration Bond Amount\_\_\_\_

Construction work on most Milwaukee County facilities is permitted by Milwaukee County at this time. This is contingent on Milwaukee County's review and approval of the contractor's submitted COVID-19 Response Plan prior to commencement of activities on the construction site. Each company's written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment requirements, and the company will update that plan on a regular basis for the duration of the COVID-19 Situation. Each Company's Response Plan must meet the minimum requirements of the Milwaukee County COVID-19 RESPONSE PLAN CHECKLIST.

The submitted COVID-19 RESPONSE PLANS must be reviewed and approved in writing by Milwaukee County. Please revise your COVID-19 Policy & Procedures to meet these minimum requirements and submit to this office.

Date <u>:</u>	12/10/20	Expiration Date of Permit: 12/31/21
Permittee	E: Boldt Construction Inc.	Contractor: Same
Contact:	Dan Pearson	Contact:
Address <u>:</u>	N21W23340 Ridgeview Pkwy, Waukesha, WI 53188	Address:
Phone:	(414) 940-8508	Phone:
E-Mai <u>l:</u>	dan.pearson@boldt.com	E-Mail:
	mittee shall provide digital copies of record plan drawings, d	
Permittee shall provide digital copies of record plan drawings, data collection logs, and/or reports for work performed and structures/infrastructure installed on Parks property under this permit within 30 days of project completion  Purpose:  To gain access to job office trailer, concrete sidewalks next to St. Luke's and behind Grace Lutheran Church that is on country property for various construction projects (currently Decontamination Upgrades, Video Monitoring Management, Cardiovascular Sterile Processing Renovations, etc.) at St. Luke's Medical Center		





#### **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 any Hazardous Materials brought onto or introducedinto the Project Area or surrounding areas by Permittee, or its agents. Permittee shall indemnify, defend and hold the Countyharmless 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 otherapplicable regulatory agencies.

"Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigationor 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. Permittee shall conduct reasonable and appropriate restoration work to correct any rutting, re-seed disturbed areas, prevent the spread of invasive species, repair any damage to trails, and take the necessary steps to safely work in any environmentally sensitive areas. Permittee shall "decontaminate" their equipment before arriving and/or leaving a project area in order to prevent the spread of invasive species."
- 7. Permittee shall protect existing trees, shrubs, sensitive wildlife habitat, 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 **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 414-257-7389 OR Sarah.Toomsen@milwaukeecountywi.gov 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.\*\*Also please note if listed please contact the Natural Areas Coordinator below for a site review if the project area is located in one of the Park System's natural areas or agricultural fields.

  N/A
- 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.

South Mike Wrench: 414-257-8092 OR Michael.Wrench@milwaukeecountywi.gov

Authorized Parks Department Representative:		
Guy Smith	Date: _	12/10/2020
·		
Permittee Approval and Acceptance of Conditions:		
Dan Pearson	Date:	12/10/2020
Approval upon satisfactory completion of all work:		
	Date:	



# **Milwaukee County Parks**

Right-of-Entry Permit Application

## **Entry Details**

Darmittaa Infarmatian	
Permittee Information	
ORGANIZATION / COMPANY	Boldt Construction Inc.
POINT OF CONTACT, NAME	Dan Pearson
ADDRESS	N21 W23340 Ridgeview Pkwy, Waukesha, Wisconsin 53188
PHONE	(414) 940-8508
EMAIL	dan.pearson@boldt.com
Contractor Information	1
ORGANIZATION / COMPANY	Boldt Construction Inc.
POINT OF CONTACT, NAME	Dan Pearson
ADDRESS	N21 W23340 Ridgeview Pkwy, Waukesha, Wisconsin 53188
PHONE	(414) 940-8508
EMAIL	dan.pearson@boldt.com
Project	
PARK / PARKWAY TO BE ACCESSED	KK River Pkwy
CROSS STREETS	31st Street & Manitoba Ave
DESCRIPTION OF ALTERNATIVES CONSIDERED AND RATIONALE FOR PROPOSAL ON PARKLAND:	Alternatives were not existent in this area, reviewed trying to rent a house, other properties, etc. but was not feasible/available.

NARRATIVE DESCRIPTION OF THE To gain access to job office trailer, concrete SCOPE OF THE WORK TO TAKE sidewalks next to St. Luke's and behind Grace PLACE: Lutheran Church that is on country property for various construction projects (currently Decontamination Upgrades, Video Monitoring Management, Cardiovascular Sterile Processing Renovations, etc.) at St. Luke's Medical Center since September 1, 2015 and previously permitted. Contact then was Jim Ciha, who we understand is now retired. Previous permitting terms have been 32 month timeframes at \$250/month) MATERIALS AND EQUIPMENT TO BE Office Trailer **USED: DECONTAMINATION PROCESS OF** Current company covid process in place for MATERIALS AND EQUIPMENT, PRIOR personal and trailer sterilization processes. Job TO ARRIVAL ON SITE: trailer has been located here since fall 2015. **DECONTAMINATION PROCESS OF** Once the job trailer would be determined to leave, MATERIALS AND EQUIPMENT, PRIOR another final sanitation would occur of the office TO LEAVING SITE: equipment, trailer itself, etc. Currently, no materials or equipment leave the site. Office only. **PROJECT TIMEFRAME:** Permitted previously since 2016, renewed in 2018, expiration in Dec 2020. Looking for renewal for the next 32 months or other.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2020

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).

ting dertinoute does not donner rights to the dertinoute notice in hea or se	on chachement(s).		
PRODUCER	NAME: Willis Towers Watson Certificate Center		
Willis Towers Watson Midwest, Inc.	PHONE F/	X	
c/o 26 Century Blvd	(A/C. No. Ext): 1-877-945-7378 (A	/C. No): 1-888-467-2378	
P.O. Box 305191	ADDRESS: certificates@willis.com		
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Greenwich Insurance Company	22322	
INSURED	INSURER B: XL Insurance America Inc	24554	
The Boldt Company	INSURER C: XL Specialty Insurance Company	37885	
PO Box 419	INSURER C. III SPECIALS? IIISALAITO COMPANY	37003	
Appleton, WI 549120419	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: W18842010 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.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 5,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A								MED EXP (Any one person)	\$ 10,000
			Y		CGD740992401	12/31/2020	12/31/2021	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
		JEC I							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	×	ANY AUTO						BODILY INJURY (Per person)	\$
A		OWNED SCHEDULE D AUTOS			CAH740992501	12/31/2020	12/31/2021	BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	×	Comp/Coll Ded X \$1,000/\$1,000							\$
В		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
	×	EXCESSLIAB CLAIMS-MADE			US00095951LI20A	12/31/2020	12/31/2021	AGGREGATE	\$ 10,000,000
		DED RETENTION\$							\$
		KERS COMPENSATION EMPLOYERS'LIABILITY						X PER OTH- STATUTE ER	
C		EMPLOYERS'LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBEREXCLUDED?  NO	N/A		CWD740991801	12/31/2020	12/21/2021	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	idatory in NH)	Ι, Α		CWD/40991001	12/31/2020	12/31/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Exc	ess Workers Compensation			CWE740992101	12/31/2020	12/31/2021		See Below
	Mic	higan							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Milwaukee County Department of Parks,	AUTHORIZED REPRESENTATIVE
Recreation and Culture	ACTIONIZED REFREGERATIVE
9480 Watertown Plank Road	Mital Adores
Wauwatosa, WI 53226	unoquer of naciousy-

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AGENCY CUSTOMER ID:	
LOC #:	

### ADDITIONAL REMARKS SCHEDULE

Page 2 **of** 2

NAIC#: 37885

Willis Towers Watson Midwest, Inc.		NAMEDINSURED The Boldt Company PO Box 419
POLICYNUMBER		Appleton, WI 549120419
See Page 1		
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: Parked Job Site Trailer Near St. Luke's Medical Center at 31st Street and Kinickinnie Parkway Blanket Additional

Insured - States or Political Subdivisions - Permits

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

POLICY NUMBER: CWE740992101 EFF DATE: 12/31/2020 EXP DATE: 12/31/2021

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Excess Workers Compensation E.L. Each Accident \$1,000,000 Michigan E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Michigan: Statutory Benefits; Retention \$500,000.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885

POLICY NUMBER: CWE740992001 EFF DATE: 12/31/2020 EXP DATE: 12/31/2021

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Excess Workers Compensation E.L. Each Accident \$1,000,000 \$1,000,000 Oklahoma & Minnesota E.L. Disease-Each Emp E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Oklahoma & Minnesota: This policy covers Minnesota for Employers Liability only. Minnesota Excess Workers Compensation Policy is written through the MN Workers Compensation Rating Association with a \$500,000 Retention. Oklahoma with \$500,000 Retention.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885

POLICY NUMBER: CWE740991901 EFF DATE: 12/31/2020 EXP DATE: 12/31/2021

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Excess Workers Compensation E.L. Each Accident \$1,000,000 Wisconsin E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation Wisconsin: \$500,000 Retention; Statutory Benefits

This endorsement, effective 12:01 a.m., 12/31/19 forms a part of

Policy No. CGD7409924 issued to THE BOLDT COMPANY

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

This endorsement, effective 12:01 a.m., 12/31/2019 forms a part of

Policy No. CAH7409925

issued to THE BOLDT COMPANY

by GREENWICH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
Willis Towers Watson		

#### **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 99 06 57

(Ed. 12/10)

#### **ENDORSEMENT#**

This endorsement, effective 12:01 a.m., 12/31/2019 forms a part of

Policy No. CWD7409918

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As Per Schedule on File with		30
WillisTowers Watson		

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2019-12/31/2020	Policy No. CWD7409918 Endorsement No.
Insured The Boldt Company	Premium

nsurance Company XL Specialty Insurance Company	Countersigned by	
---	------------------	--

WC 99 06 57 Ed. 12/10

This endorsement, effective 12:01 a.m., 12/31/19 forms a part of

Policy No. CWE7409921

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

This endorsement, effective 12:01 a.m., 12/31/19 forms a part of

Policy No. CWE7409920

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

This endorsement, effective 12:01 a.m., 12/31/19 forms a part of

Policy No. CWE7409919

issued to The Boldt Company

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with Willis Towers Watson		30

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

#### G. First Named Insured Responsibilities and Duties

The Named Insured first listed in Item 1 of the Declarations will be responsible for and act on behalf of all "Insureds" with respect to the payment of any premiums and determination and receipt of payments of "Loss" due under this policy.

#### H. Underlying Insurance

The "Insured' represents that the applicable limit of the "Underlying Insurance" will be unimpaired as of the effective date of this policy. In the event of non-concurrent policy periods between this policy and any "Underlying Insurance", only covered "Occurrences" taking place during the Policy Period of this policy will be considered in determining the extent of any erosion or exhaustion of the applicable limit of "Underlying Insurance".

#### I. Cancellation and Non-Renewal

The cancellation and non-renewal provisions of this policy will follow the cancellation and non-renewal provisions of the "Controlling Underlying Insurance" except as provided by endorsement to this policy.

#### J. Other Insurance

If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

#### **SECTION VI - DEFINITIONS**

- A. "Controlling Underlying Policy" means the policy shown in Item A. of the Schedule of "Underlying Insurance" of this policy.
- B. "Defense Expenses" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If not defined in the "Controlling Underlying Policy", "Defense Expenses" will mean reasonable and necessary expenses and costs incurred in investigating and defending against any claim, suit or other proceeding, and will include, without limitation, attorneys' fees.
- C. "Insured" means each entity or person which is insured under all "Underlying Insurance" in the same capacity as which such insurance is afforded.
- D. "Loss" will have the same definition as such term or the equivalent term in the "Controlling Underlying Policy". If there is no definition of "Loss" or equivalent term in the "Controlling Underlying Policy" then "Loss" shall mean:

COVID-19 transmission and prevention presents an unusual risk on our construction sites. Our daily safety task analysis should include the requirements needed to implement the CDC Guidelines for avoiding transmission and these Recommended Practice for Job Sites. These guidelines set out our current best thinking about how to combat the spread of COVID-19. As conditions change, we will update the guidelines. If you have questions about how to best implement these guidelines on your project, please contact your manager or the lead safety professional in your Operating Group.

#### **WORKER PERSONAL RESPONSIBILITIES**

- IF YOU FEEL SICK, STAY HOME. IF YOU BEGIN TO FEEL SICK WHILE AT WORK, TELL SOMEONE AND GO HOME.
- Employees need to take steps to protect themselves. Refer to <u>CDC guideline: How to Protect Yourself</u>. If employees have symptoms of acute respiratory illness (i.e., **fever**, **cough**, **shortness of breath**), they must stay home and not come to work until 1. free of symptoms for at least 72 hours, without use of medicine, <u>and</u> 2. all symptoms have improved, <u>and</u> 3. seven (7) days have passed from when they first experienced symptoms; or as recommended by CDC. Refer to <u>CDC guideline: What To Do if You Are Sick</u>.
- Employees must notify their supervisors and stay home if they are sick. They should consult medical attention if they develop symptoms of acute respiratory illness. Refer to o <u>CDC guideline: What To Do</u> if You Are Sick.
- If tested and diagnosed with COVID-19, notify your supervisor, follow medical direction and do not report to work until a negative test result is returned or a medical professional has provided a return-to-work notice.

#### **SOCIAL DISTANCING**

- Work in occupied areas must be planned and performed using social distancing.
  - Limit physical contact with others. Do not shake hands, share office supplies or tools (this
    includes fall protection harnesses and similar PPE worn or handled by employees. Direct
    employees to increase personal space to at least 6 feet.
  - All safety task analysis should be done to accommodate maintaining at least 6 feet of separation between employees. If you are not able to develop a plan to perform the work safely and according to our Recommended Practices for Jobsites, then that work should not proceed. In that case, field leaders should advise the Project Manager so that appropriate actions can be taken.
  - Do not share common consumables or materials such as boxes/containers of nails, screws, fittings or other items once the items have been removed from a common source of supply and used by an individual.
  - When possible, eliminate all face-to-face meetings and replace them with phone or online meetings.
  - Eliminate 'All-Hands' meetings; replace with small-group meetings and maintain social distancing.
  - Take breaks and lunch in shifts to reduce the size of the group in the lunch area at any
    one time to no more than 5 people and maintain social distancing.
  - Notify Subcontractors to plan and perform their work and conduct their breaks according to these guidelines.

4/17 Update:
Boldt will ensure
that individuals on
site take break in
their personal
vehicle or at the
designated break
area with chairs
distanced
properly.

#### **GENERAL JOB SITE / OFFICE PRACTICES**

- In order to provide consistent, up-to-date communications, all COVID-19 related protocols will be
  posted on The Communicator, and Daily Updates will provide information updates as new information
  becomes available. These Recommended Practices for Job Sites and all referenced documents and
  CDC Posters shall be printed and prominently displayed in our offices, job site trailers, and at other
  locations on the jobsite where posted information can be readily seen by all workers in the field.
- Please take time to review this information and to assure that it is communicated to all workers.
- Daily Health Verifications shall be obtained from all on-site personnel, including all employees of Boldt, subcontractors, vendors, OEMs, equipment suppliers, public agencies, consultants, design professionals, and Owner and Owner's independent contractors. Take action based upon the information provided as directed in the Health Condition Response Guidelines and the Follow-Up Action Guide.
- If an employee is confirmed to have COVID-19, implement the Boldt Safety Reporting protocol as if this were a physical injury. It is expected that the Regional Safety Leader, the Boldt Safety Director, and the EVP, Human Resources will be notified by phone or text message within 30 minutes. Consult and follow the directions provided in the **Follow-up Action Guide**. As required by the Follow-up Action Guide, complete the COVID-19 Questionnaire and ask the affected employee to identify those other employees with whom he/she came into contact during the period of their employment.
- If you become aware that an individual who has been on-site, but is no longer present, either experienced COVID-19 symptoms or later tested positive for COVID-19, immediately notify your supervisor and Project Manager. Consult and follow the directions provided in the Follow-up Action Guide. In turn, implement the Boldt Safety Reporting protocol as if this were a physical injury. It is expected that the Regional Safety Leader, the Boldt Safety Director, and the EVP, Human Resources will be notified by phone or text message within 30 minutes. These individuals will assist in helping the team determine the proper course of action concerning notification and path forward at that project.
- Attendance at safety meetings should be communicated verbally and the foreman/superintendent will sign in each attendee. Do not pass around a pen, sign-in sheet or mobile device (iPad, tablet, or mobile phone) to confirm attendance.
  - iPad and mobile device use should be limited to a single user and regularly wiped down and disinfected.

#### **JOB SITE VISITORS**

- Non-essential visitors shall be excluded from the job site. Only workers and individuals providing services essential to performance of the work are permitted. Restrict the number of individuals on the job site, including in the trailer or office.
- Face-to-face "meetings" (including inspections) must adhere to social distancing and are limited to no more than 5 individuals or the maximum permitted by governmental direction, whichever is less.
- All individuals entering the job site must be screened before being permitted access to the project site
  using the Daily Health Verification.

#### **SANITATION AND CLEANLINESS**

• Promote **frequent and thorough hand washing with soap and running water** for at least **20 seconds.**The project should also provide hand sanitizer when hand washing facilities are not available. Refer to <u>CDC</u> guideline: When and How to Wash Your Hands.

4/17 Update: Boldt will provide a hand wash station rental in addition to the guidelines contained in this plan.

- All workers should wash hands often, especially before eating, smoking, or drinking, and after blowing your nose, coughing, or sneezing. Workers should refrain from touching their face.
- All sites should have hand washing stations readily available to all workers on site. If you have a large site, get a hand washing station from your portable job site toilet provider.
- Provide hand sanitizer with at least 60% alcohol in addition to hand washing facilities. However, if hands are visibly dirty, always wash with soap and water. While alcohol-based hand sanitizer greatly reduces the number of germs, they may not eliminate all germs. Proper handwashing is the most effective control
- All workers should wash hands before and after entering any sanitary unit, as well as regularly and periodically throughout the day.
- o If on a remote project, fill an Igloo-type water cooler with water (hot water, if available) and label "hand washing only." This is a good option for vehicles as well.
- Boldt should request Subcontractors to comply with these policies and assure thee topics are discussed with all workers.
- Disinfect frequently-touched surfaces within the workplace multiple times each day. Refer to <u>CDC</u> <u>Guideline: Clean & Disinfect</u> as well as the supplemental Boldt document "Cleaning & Disinfecting."
  - Individuals should disinfect tools and common equipment, including personnel hoists, construction elevators (including call buttons at access points), lifts, ladders, and interior cabs of heavy equipment prior to and after use. Wipe down and disinfecting should include controls, seats, handrails or other frequently touched surfaces.
  - Disinfectant wipes or a bleach/water solution should be available and used to wipe down any surfaces (doorknobs, keyboards, remote controls, desks) that are commonly touched periodically each day, ideally after each use. Place hand sanitizer adjacent to doors.
  - Portable job site toilets should be cleaned by the leasing company at least twice per week (disinfected on the inside). Double check that hand sanitizer dispensers are filled - if not, fill them. Frequently touched items (i.e., door pulls and toilet seats) should be disinfected frequently, ideally after each use.
  - o In addition to providing sanitizing wipes for use by workers, **job site trailers and break/lunchrooms** that are used by multiple people, must be cleaned **at least** twice per day, including sweeping and disinfecting the floor with a diluted bleach solution as described in the guidelines for Cleaning & Disinfecting on the Connector. Each job shall create and post a cleaning schedule, identifying the areas/objects to be cleaned and the time of day when cleaning is scheduled. The plan should be developed to assure that the area is cleaned between each planned use. After each cleaning, the schedule be initialed by the individual who performs each cleaning. Further guidelines on Cleaning & Disinfecting can be found on The Connector.
  - Jobsite entrances, including pull handles, locks, doorknobs, and panic devices, stair tower and handrails shall be wiped down with household cleaners or disinfectant wipes periodically throughout the day, and shall be thoroughly cleaned and disinfected at least twice per day,

- Employees performing cleaning will be issued proper PPE, such as nitrile gloves and eye or face protection, as needed. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection for COVID-19, should be labeled, and should not be used for other purposes. Individuals should properly wash their hands immediately after gloves are removed.
- Provide tissues and encourage employees to cover their noses and mouths with a tissue (or elbow
  or shoulder if a tissue is not available) when coughing or sneezing. Wash your hands after each time you cough,
  sneeze, or blow your nose, and any time before touching your face or food. Refer to <a href="CDC guideline: Coughing & Sneezing">CDC guideline: Coughing & Sneezing</a>. Provide plastic bag-lined trash receptacles throughout the shared job site office and trailer areas.
  - Any trash from the trailers or the job site should be changed frequently by someone wearing gloves. After changing the trash, the employee should throw the gloves away and wash their hands.

#### PERSONAL PROTECTIVE EQUIPMENT (PPE)

- **Gloves:** Gloves should be worn at all times while on site. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves.
- Eye protection: Eye protection should be worn all times while on site.
- The CDC is currently not recommending that healthy people wear face masks. Please continue to provide and direct employees to wear face masks if required by the work.

#### **DISCIPLINARY ACTION**

- To ensure a safe place for each employee, Boldt has developed a Disciplinary Policy and Procedure to enforce these safety rules and regulations.
- As a result of a safety violation, the employee may be subject to disciplinary action up to and including termination. Nothing in Boldt's disciplinary policy prohibits the immediate dismissal or removal from the jobsite of any employee whose conduct constitutes a serious violation of the safety requirements that could cause serious danger to the employee, co-workers, property, equipment, or the employees of others.

#### 4/17 Update:

Boldt will require each individual on site wear cloth, bandana, or other face mask for further protection against transmission via air droplets.

### DAILY HEALTH VERIFICATION

The safety of our employees, supplier partners, customers, families, and visitors remains The Boldt Company's overriding priority. In an effort to protect against COVID-19, Boldt has implemented certain protocols. As an interim measure, Boldt asks all employees, supplier partners, customers, and visitors to complete this health declaration prior to entering any Boldt facility or jobsite. This form is voluntary; however, you will not be allowed access to any Boldt facility or jobsite if you decline to fully respond. The data will be used solely for purposes of preventing COVID-19 transmission and/or responding to a future COVID19 diagnosis and will not be shared with anyone beyond those who reasonably need to know in order to apply The Boldt Company's workplace safety policies or as required by a public health authority or other such body.

1.In the past 14 days, have you been in "close contact" with anyone who has been diagnosed with or tested positive for COVID19, or who has exhibited symptoms of COVID-19?
Yes No
"Close Contact" is defined as being within approximately 6 feet of a COVID-19 case for a prolonged period of time; close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID_19 case, or having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on).
"Close Contact" is NOT: walking by a person who is symptomatic or has a laboratory-confirmed COVID-19 test, or briefly being in the same room, or being in the same indoor environment (e.g. classroom, meeting room, job site) for a prolonged period with a person who is symptomatic or has laboratory-confirmed COVID-19 as long as proper social distancing of 6 feet or greater was maintained and you were not directly exposed to infectious secretions (e.g., being coughed on).
2.Have you been advised by a doctor, healthcare provider, or any public health authority to stay home or otherwise avoid contact with others?
Yes No
3. Are you currently, or in the past 72 hours experienced a fever, cough, shortness of breath?
Yes No
4. In the past 14 days, have you traveled to or connected through a location under CDC Level 3 travel advisory (please note that the level 3 travel may change rapidly but is currently Australia, Brazil, Canada, China, Israel, Japan, Malaysia, South Korea, Iran and all countries in Europe)? *Refer to www.cdc.gov for up to date information on level 3 travel advisories.
Yes No
*NOTE: If you have answered "Yes" to any of the questions above, you will not be allowed on the site.
Name Company Signature Date





COVID-19 FOLLOW-UP ACTION GUIDE		
TOPIC:	SUMMARY:	
How to gather information and be prepared to take necessary action when individuals are symptomatic or have been diagnosed with COVID-19	Notify Chain of Command Gather Information Receive direction and implement action plan	
Situation/Background	:	
The CDC and other government agencies have provided g taken in the event that individuals in the workplace either diagnosis. In order to ensure that our actions are consists safety of project personnel, we ask that all projects follows:	r display symptoms of COVID-19 or have received a COVID-19 ent with these guidelines and to protect the health and	
Decreased Instructions		
Response Instructions		
Please assure that you review and distribute these guidelines with all Boldt supervisors. Please make sure that all subcontractors and on-site suppliers, vendors, equipment installers, and visitors are provided direction to notify a Boldt Supervisor if anyone suspects that an individual on site is ill or has been in recent contact with an individual who has been diagnosed with COVID-19.		
Instructions f	or All Personnel	
If you:	Then take these actions:	
Develop symptoms of COVID-19 at home:  Symptoms include: cough, fever (subjective or taken orally at or above 100.4 F), shortness of breath or respiratory distress.	<ul> <li>If you are at home, stay home do <u>NOT</u> report to work.</li> <li>Notify your supervisor.</li> <li>Seek appropriate care and instruction from your primary care provider.</li> </ul>	
Develop symptoms of COVID, and you are at work:  Symptoms include: cough, fever (subjective or taken orally at or above 100.4 F), shortness of breath or respiratory distress.	<ul> <li>Notify your supervisor and/or Boldt onsite Project lead.</li> <li>Practice proper social distancing (6ft of distance) and ensure proper hygiene practices are followed.</li> </ul>	
Are informed that someone who was previously at the worksite has developed symptoms or tested positive for COVID-19:	□ Notify your supervisor and/or Boldt onsite Project lead.	

Response Instr	uctions for Supervisors/Site Leaders	
If you:	Then take these actions:	
Become aware that an individual at the job:  Answered "yes" to one of the questions in the Daily Health Verification, or  Exhibits visible symptoms while working that would result in being sent home under the Health Condition Response Guidelines, or  Reports that they have begun feeling ill during the day, or	<ul> <li>□ Assure that you maintain proper social distancing and hygiene practices.</li> <li>□ Escort the individual to a designated room or area to isolate them from others.</li> <li>□ Follow Boldt Safety Reporting protocol and notify (1) the regional safety director, (2) Boldt Corporate Safety Director – Scott Frazer, and (3) EVP Human Resources – Holly Lifke (via phone or text) within 30 minutes of report.</li> <li>□ Complete the COVID-19 Questionnaire and instruct the individual to go home and get appropriate medical care.</li> <li>□ Send an electronic copy of the COVID-19 Questionnaire to EVP HR – Holly Lifke (evphr@boldt.com) under subject line: "Immediate Action Request – COVID-19 Assessment".</li> <li>□ Wait for further instructions on immediate next actions from the response team.</li> <li>□ Do not broadly communicate about possible exposure or divulge the name of the individual reporting. The response team will help develop the appropriate communication and required notice to individuals onsite.</li> <li>□ Initial cleaning and disinfecting procedures may be appropriate based on information collected in the COVID-19 Questionnaire, proceed as appropriate. If broader disinfecting and cleaning is required such decisions will be coordinated with the response team.</li> <li>□ Do not discontinue worksite operations unless specifically instructed to do so by the response team.</li> </ul>	
Become aware that an individual who was previously onsite, but is no longer present, has developed symptoms of COVID-19 or has since tested positive:	<ul> <li>□ Follow Boldt Safety Reporting protocol and notify (1) the regional safety director, (2) Boldt Corporate Safety Director – Scott Frazer, and (3) EVP Human Resources – Holly Lifke (via phone or text) within 30 minutes of report.</li> <li>□ Wait for further instructions on immediate next actions from the response team.</li> <li>□ Do not broadly communicate possible exposure or the name of the individual reporting. The response team will help develop the appropriate communication and required notice to possible exposed individuals, owners, and other parties onsite.</li> <li>□ Initial cleaning and disinfecting procedures may be appropriate based on information collected in the COVID-19 Questionnaire, proceed as appropriate. If broader disinfecting and cleaning is required such decisions will be coordinated with the response team.</li> <li>□ Do not discontinue worksite operations unless specifically instructed to do so by the response team.</li> </ul>	

### **CLEANING & DISINFECTING GUIDELINES**

In addition to our recommendations for hand washing and personal hygiene, during the COVID-19 outbreak we are striving to provide for more frequent cleaning of public areas such as break rooms, meeting rooms and restrooms. Make sure that adequate supplies of sanitizing wipes and hand sanitizer are available in these areas and outside of all port-a-johns.

#### **General Recommendations for Routine Cleaning and Disinfection**

Each site will be required to practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks) with household cleaners and <a href="EPA-registered disinfectants">EPA-registered disinfectants</a> that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

Refer to the CDC guideline: Clean & Disinfect.

In addition to providing disinfecting wipes to allow individuals to clean an area both before and after use, job site trailers and break/lunchrooms that are used by multiple people, must be cleaned at least twice per day. Each job shall create and post a cleaning schedule, identifying the areas/objects to be cleaned and the time of day when cleaning is scheduled. After each cleaning, the schedule shall be initialed by the individual who performs each cleaning.

#### **How to Clean & Disinfect**

Wear disposable gloves and eye protection when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.

If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.

- Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application, ensuring a contact time of at least I minute, and provide for proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against Coronaviruses when properly diluted.
  - Prepare a bleach solution by mixing:
    - 5 tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water or
    - 4 teaspoons bleach per quart of water
- Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

#### **Electronics**

- For electronics such as cell phones, tablets, touch screens, remote controls, and keyboards, remove visible contamination if present.
  - o Follow the manufacturer's instructions for all cleaning and disinfection products.
  - Consider use of wipeable covers for electronics.
  - o If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.



#### Workers performing this cleaning and disinfecting should:

- Wear PPE. This should include disposable gloves and eye protection.
- Gloves should be discarded after each cleaning. Gloves should be removed and disposed of as shown below.
- Clean hands immediately after PPE is removed.



- Grasp outside edge near wrist.
- Peel away from hand, turning glove inside-out.
- Hold in opposite gloved hand.



 Slide ungloved finger under the wrist of the remaining glove.



- Peel off from inside, creating a bag for both gloves.
- Discard gloves in waste container.

#### **CLEANING OF TOOLS TO HELP PREVENT SPREAD OF COVID-19**

Should a tool need to be cleaned that does not have blood or visible bodily fluids on it, Milwaukee® recommends the following protocol. This protocol is subject to the recommendations of the Centers for Disease Control ("CDC"), OSHA, and those of State and Local health departments. Please follow applicable guidelines of these agencies.

- People handling tools should wash their hands or use a proper hand sanitizer before and after use to help prevent contamination.
- People handling tools should be properly trained and protected using necessary Personal Protective Equipment (PPE).
- Clean tools with mild soap, a clean damp cloth, and, as needed, an approved diluted bleach solution only.
   Certain cleaning agents and solvents are harmful to plastics and other insulated parts and shouldn't be used.
- Milwaukee® does not recommend cleaners that have conductive or corrosive materials, especially those with ammonia. Some of these include gasoline, turpentine, lacquer thinner, paint thinner, chlorinated cleaning solvents, ammonia and household detergents containing ammonia.
- Never use flammable or combustible solvents around tools.

#### **CLEANING OPTIONS:**

#### 1. MILD SOAP & REST

• If no blood was present on the product, it can be **cleaned with mild soap and a damp cloth to remove the fluids and then left to rest for 3 days.** This is based on CDC advisement that the virus may live on plastic surfaces for up to 72 hours, which suggest that the virus would no longer be harmful after the resting period. After this, the tool can be cleaned again.

\*Recommended for batteries

#### 2. MILD SOAP & DILUTED BLEACH SOLUTION

If no blood was present on the product, it can be **cleaned with a mild soap and damp cloth to remove dirt and grease and then decontaminated with a diluted bleach solution**, which is consistent with CDC
advise. The full diluted bleach cleaning procedure can be found below.

\*Not recommended for batteries

#### **PROCEDURE**

- 1. Clean the product surface with mild soap and water to remove dirt and grease.
- 2. Dip a clean cloth into the dilute bleach solution.
- 3. Wring out the cloth so it is not dripping wet.
- 4. Gently wipe each handle, grasping surfaces, or outer surfaces with the cloth, using care to ensure liquids do not flow into tool.
- 5. No other cleaning material should be used as the diluted bleach solution should never be mixed with ammonia or any other cleanser.
- 6. Allow the surface to dry naturally.
- 7. The cleaner should avoid touching their face with unwashed hands and should immediately wash their hands after this process.

A properly diluted bleach solution can be made by mixing:

- 5 tablespoons (1/3<sup>rd</sup> cup) bleach per gallon of water; or
- 4 teaspoons bleach per quart of water

**NOTE:** If blood was on the product, advance cleaning is needed. Follow established Bloodborne Pathogen protocols for your business. Under OSHA requirements, anyone required to perform this type cleaning should be trained in Bloodborne Pathogens and the use of the necessary PPE for this work.

## SOCIAL DISTANCING EXEMPTIONS:

ln response to guidance from the Centers for Disease Control and Prevention (CDC) and the Occupational Safety & Health Administration (OSHA), Boldt's preferred practice to combat the potential exposure between on-site workers to the coronavirus, is to identify methods of performance for construction tasks that maintain a minimum of feet separation between co-workers. Boldt's Job Site Guidelines require teams to develop safe methods to execute the work, while maintaining this social distancing. Teams are required to develop Safety Task Analysis that addresses all safety hazards, including the need to maintain social distancing.

If a task must be performed and the team believes it cannot be safely performed while conforming to the social distancing guidelines, as prescribed by CDC, then the team should promptly notify Scott Frazer, Corporate Safety Director. Merely because the task cannot be performed efficiently without maintaining social distances will not suffice as a reason not to follow those guidelines. Rather a showing must be made that a task/work is critical, and no feasible, safe alternative is available that will meet the guidelines. Any proposal to perform work that does not maintain the required social distancing shall be approved by the Corporate Safety Director, in consultation with the COVID-19 Task Force Core Group.

Each Project Executive, or designee shall present the task and a proposed Method of Procedure (MOP) that has been reviewed and endorsed by the Regional Safety Leader. In addition to the MOP, the plan for completion should include a narrative, photographs and other depictions of work/task, along with an explanation of the reasons the guidelines cannot be met, and the analysis done to reach that conclusion. The Core Group will review the plan to ensure there is no other safe, feasible way to complete the task while following and maintaining social distancing. If the Core Group determines there is no other feasible way to complete the task, it may grant an exemption to the social distancing guidelines and will give specific guidance on the methods for safe completion of the task as described in the MOP. This exemption will be given in writing.

The following information is offered as guidance to team members in considering whether to pursue a request to be exempted from the social distancing directive. It is based on current information from CDC and OSHA and will be updated as their guidance evolves.

This guidance is for those employees who will have close contact (work within 6' of each other) that cannot be eliminated using administrative or engineering controls, and where contact with symptomatic ill persons is not expected.

Such employees may use personal protective equipment to prevent sprays of potentially infected liquid droplets (from talking, coughing, or sneezing) from contacting their nose or mouth and to provide protection against a risk of airborne transmission.

It should be noted that wearing a respirator may be physically burdensome to employees, particularly when the use of PPE is not common practice for the work task.

Additionally, respirators must be used in the context of Boldt's comprehensive respiratory protection program. It is important to medically evaluate employees to assure that they can perform work tasks while wearing a respirator and that respirator fit tests are conducted. Employees must also be trained in the proper use and care of a respirator. Also, it is important to train employees to put on (don) and take off (doff) PPE in the proper order to avoid inadvertent self-contamination.

To offer protection, respirators must be worn correctly and consistently throughout the time they are being used, and should be used in conjunction with interventions that are known to prevent the spread of infection, such as respiratory etiquette, hand hygiene, and social distancing.



4/6/2020 Page 1 of 1



## Milwaukee County Parks

9480 Watertown Plank Rd Wauwatosa, WI 53226

## Right of Entry Permit

Permit Fee\_\$ 8,000

Restoration Bond Amount \$ 10,000.00

Date: 04/11/18	Expiration Date of Permit: 12/11/20		
Permittee: Boldt Construction Inc.	Contractor: SAME		
Contact: Dan Cherek	Contact:		
Address: N21 W2340 Ridgeview Pkwy Waukesha, WI 53188	Address:		
Phone: 414-313-7044	Phone:		
E-Mail: <u>Daniel.Cherek@boldt.com</u>	E-Mail:		
To Enter: KK River Pkwy  Location of Cross Streets: 31st Street & Manitoba Ave.  Purpose:  To gain access to project area for the purpose of having a job trailer on park property for the construction of the new cancer clinic at St. Luke's. KK River Parkway to install a job trailer, concrete slabs and sidewalk, and underground service. Boldt has been occupying the site since September 1, 2015.  (32 months of rent @ \$250/month)			

#### **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. Permittee shall conduct reasonable and appropriate restoration work to correct any rutting, re-seed disturbed areas, prevent the spread of invasive species, repair any damage to trails, and take the necessary steps to safely work in any environmentally sensitive areas. Permittee shall "decontaminate" their equipment before arriving and/or leaving a project area in order to prevent the spread of invasive species."
- 7. Permittee shall protect existing trees, shrubs, sensitive wildlife habitat, 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.



MilwaukeeCountyParks

countyparks.com



- 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.
- 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 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 414-257-7389 OR Sarah.Toomsen@milwaukeecountywi.gov 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.\*\*Also please note if listed please contact the Natural Areas Coordinator below for a site review if the project area is located in one of the Park System's natural areas or agricultural fields. N/A
- 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.

South Mike Wrench: 414-257-8092 OR Michael. Wrench@milwaukeecountywi.gov

—Docusioned by: Althorizad Parks Department Representative:	Date: 04/12/2018
3C64EEF1D1CC409	Date:
Permittee Approval and Acceptance of Conditions:	Date: 04/17/2018
Approval upon satisfactory completion of all work:	
	Date:





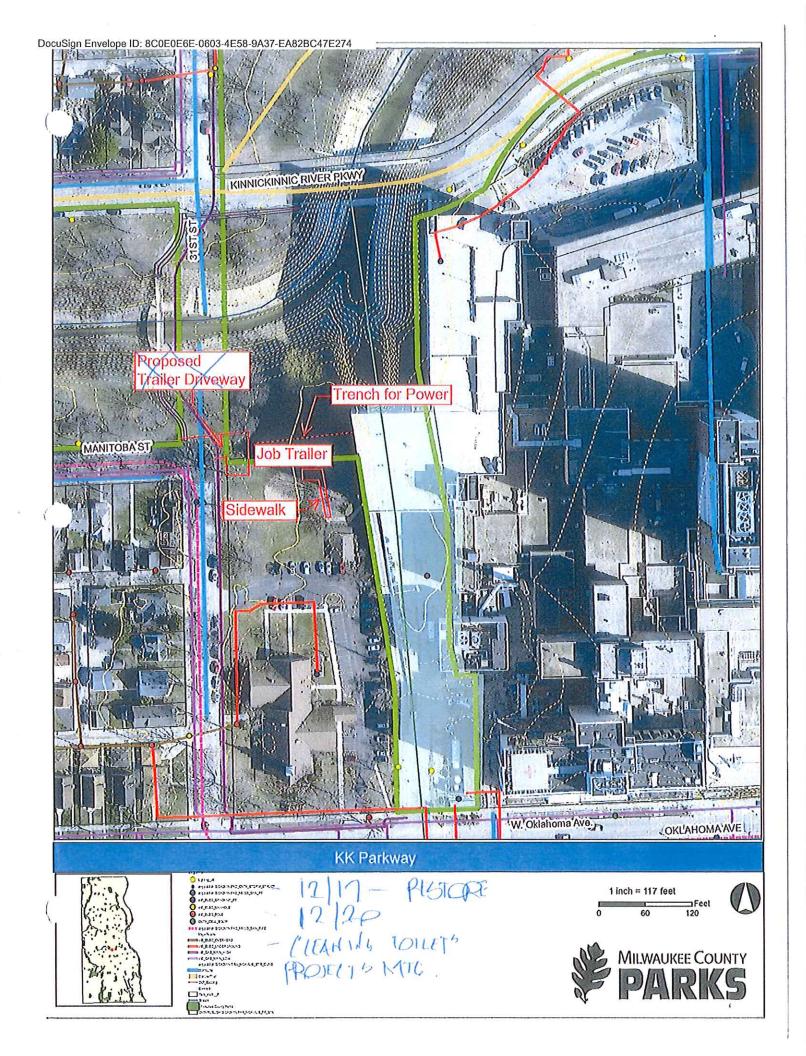
- 8. Roadways, parking lots, bicycle/recreation trails, sidewalks, and other County owned property located at or near the Project Area that this ROE grants Permittee access to must be kept clean and free of soil, rock, stone, and debris at all times. No materials or equipment may be placed, stockpiled, 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.
- 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.
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- 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.
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- 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.

South Mike Wrench: 414-257-8092 OR Michael.Wrench@milwaukeecountywi.gov

Action Taniff Parks Department Representative:  3C64EEF1D1CC409	Date: 04/12/2018
Permittee Approval and Acceptance of Conditions:	Date:
Approval upon satisfactory completion of all work:	Date:







V4	929612537
Rond No.	727012331

### SITE RESTORATION BOND

The Boldt Company	, as Principal, and
Western Surety Company of	Sioux Falls, SD, as Surety, are held and finnly bound
unto Milwaukee County, Department of Parks, Re	ecreation & Culture , as Obligee,
in the penal sum of <u>Ten Thousand and 00/100 Dollars</u> payment of which we bind ourselves, our heirs, executors and a	(\$10,000.00) the essigns fimily by these presents.
The nature of this obligation is such that the Principal has been Job Trailer at St. Luke's Hospital at*and intends on making	
Now therefore, if upon termination of the Permit, the Principal and restores the premises to the original condition, t force and effect.	oal removes all additions and equipment belonging to the
Notwithstanding anything to the contrary in the Permit, the Bond is	s subject to the following express conditions:
hereof, or any future expiration date, unless the Surety pr	extend for additional one year periods from the expiry date rovides to the Obligee not less than thirty (30) days advance st the Bond is earlier canceled pursuant to the following. This
<ol><li>Upon the effective date of cancellation or nonrenewal the default by the Principal, regardless of when the default or</li></ol>	s Surety's liability under this Bond shall cease for any act of courred.
<ol> <li>Regardless of the number of years this bond is in force, the no event exceed the amount set forth above or as amended.</li> </ol>	he liability of the Surety shall not be cumulative and shall in ed by rider.
<ol> <li>Any notice, demand, certification or request for payment Any demand or request for payment must be made prior</li> </ol>	, made under this Bond shall be made in writing to the Surety. to the effective date of cancellation or nonrenewal.
5. This Bond shall be void unless signed and acknowledged	by the Obligee below.
*31st Street and Kinickinnic Parkway N21 W2340 Ridgeview I	Parkway, Waukesha, WI 53188
Construction/Right of Entry Permit Number 2201	Principal The Boldt Company
€	By seedel C. Jose Randall P. Hank, Assistant Secretary
	Western Surety Company
	By: Nicole Langer, Allorney-in-Fact
	Surely Phone No. 763.302.7100
Signed and acknowledged as to the Obligee, thisday of _	
By:	<b>K</b> C 2

## Surety Acknowledgment

State of	MINNESOTA	}
		} ss
County of	Hennepin	}

On this 16<sup>th</sup> day of February 2016, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.

Notary Public

HEATHER R GOEDTELS
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2018

# Western Surety Company

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nina E Werstein, Laurie Pflug, Brian D Carpenter, Jill N Swanson, Dennis G Loots, Jessica Hoff, Michelle Sylvester, Heather R Goedtel, Nicole Langer, Craig Olmstead, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

State of South Dakota County of Minnehalia

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the scal of said corporation; that the scal affixed to the said instrument is such corporate scal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of sald corporation.

wy condussion expites	S. EICH
February 12, 2021	CAN HOTARY PUBL SOUTH DAKO
	*******

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverso hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of February , 2016



WESTERN SURETY COM

### Authorizing By-Law

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



### Certificate Of Completion

Envelope Id: 8C0E0E6E06034E589A37EA82BC47E274

Subject: Please DocuSign: 2565\_KKPkwy\_Boldt\_ST.pdf

Source Envelope:

Document Pages: 8 Certificate Pages: 4

Signatures: 1 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Erin Fischer

633 W. Wisconsin Ave.

Suite 901

Milwaukee, WI 53203

Erin.Fischer@milwaukeecountywi.gov

IP Address: 204.194.251.5

### Record Tracking

Status: Original

4/11/2018

Holder: Erin Fischer

Signature

DocuSigned by:

Guy Smith

3C64EEF1D1CC409...

Using IP Address: 204.194.251.5

Erin.Fischer@milwaukeecountywi.gov

Location: DocuSign

### Signer Events

Guy Smith

guy.smith@milwaukeecountywi.gov Interim Director, Parks Department

Milwaukee County

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 12/11/2017

ID: 022e4205-7af7-4f9e-a114-b604b5086b96

### **Timestamp**

Sent: 4/11/2018 Viewed: 4/12/2018

**Timestamp** 

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**Timestamps** 

Signed: 4/12/2018

In Person Signer Events	Signature
Editor Delivery Events	Status
Agent Delivery Events	Status

Status

Status

Status

Timestamp Signature

**Envelope Summary Events Envelope Sent** Certified Delivered Signing Complete Completed **Payment Events** 

**Intermediary Delivery Events** 

**Certified Delivery Events** 

**Carbon Copy Events** 

**Notary Events** 

Status Hashed/Encrypted Security Checked Security Checked Security Checked

4/11/2018 4/12/2018 4/12/2018 4/12/2018

Status **Timestamps** 

**Electronic Record and Signature Disclosure** 

### CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

### To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul> <li>Allow per session cookies</li> <li>Users accessing the internet behind a Proxy Server must enable HTTP</li> </ul>

### 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to
  receive from exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by Wisconsin Milwaukee County during the course of my relationship
  with you.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2017

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).

th	is certificate does not confer rights t					lorsement(s		,				
PRODUCER Willis of Minnesota, Inc.			NAME:   PHONE   LAIC, No. Ext): 1-877-945-7378									
c/o 26 Century Blvd			(A/C, No	Ext): 1-877-	945-7378	i to	A/C, No): 1-888-	-467-2378				
P.O	. Вож 305191				ADDRES		eates@willi		<u> </u>			
llas!	hville, TN 372305191 USA							DING COVERAGE		NAIC#		
					INSURE	RA: Travele	ers Indemni	ty Company		25658		
INSU	RED Boldt Company							ty Company of		25682		
	Box 419							y Casualty Com		25674		
App1	leton, WI 549120419				INSURE	RD: Charter	r Oak Fire	Insurance Comp	any	25615		
					INSURE	RE:						
					INSURE	RF:						
CO,	VERAGES CER	TIFIC	CATE	NUMBER: W4696886				REVISION NUMI	BER:			
IN C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT	REMEI AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER ( S DESCRIBED PAID CLAIMS,	OCUMENT WITH	RESPECT TO V	WHICH THIS		
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А	OS THE PARTY OSCOR							MED EXP (Any one pe		10,000		
-		Y		VTC2K-CO-3992B816-IN	D-18	01/01/2018	01/01/2019	PERSONAL & ADV IN		5,000,000		
	GENT AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA		5,000,000		
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	l''''							THOUSAND - COMM A	\$			
	OTHER: AUTOMOBILE LIABILITY		<del> </del>					COMBINED SINGLE L	DAIT S	2,000,000		
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В	OWNED SCHEDULED AUTOS ONLY AUTOS			VTE-CAP-3510A098-TC	CT-18 01/01/2018 01	01/01/2019	BODILY INJURY (Per					
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	T OD MINE WEIGH	1				,,		AGGREGATE				
	DED X RETENTION \$ 10,000	<del> </del> -	<del> </del>					X PER STATUTE	TOTH-			
_	AND EMPLOYERS' LIABILITY Y/N							LER	1,000,000			
D	ANYPROPRIETOR/PARTNER/EXECUTIVE NO PRICER/MEMBER EXCLUDED?	N/A		VTC20-UB-4688B552-	-18	-18 01	18 01/01/201	01/01/2018	01/01/2019	E.L. EACH ACCIDENT		1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EL		1,000,000		
	DÉSCRIPTION OF OPERATIONS below	-		VTWXJ-UB-9497L73-2-	10	01/01/2018	01 /01 /2010	E.L. DISEASE - POLIC	YLIMIT \$			
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	Michigan											
	District of Charles II Control II			104 Additional Florance College		attached If mar	a anaga la sanuls					
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	RUORL	) 101, Additional Remarks Schedu	ie, may b	e allached ii mor	e space is requir	auj				
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Mi.	lwaukee County Department of Par	cks,			Alleman	017E0 DECCE-						
	Recreation and Culture			AUTHORIZED REPRESENTATIVE								
	30 Watertown Plank Road					lketglinlt.	Loury-					
Was	wates WT 53226	district to me.										

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AGENCY CUSTOMER ID:	
LOC#	



### **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

AGENCY	, ,		NAMED INSURED				
Willis of Minnesota, Inc.		The Boldt Company					
POLICY NUMBER		PO Box 419 Appleton, WI 549120419 .					
See Page 1			Apprecon, nr 549120419				
CARRIER		NAIC CODE					
See Page 1		See Page 1					
-		see rage 1	EFFECTIVE DATE: See Page 1				
ADDITIONAL REMARKS			<del></del>				
THIS ADDITIONAL REMARKS FORM IS							
FORM NUMBER: 25 FORM T	TLE: Certificate of	Liability	Insurance				
RE: Parked Job Site Trailer No	ear St. Luke's Medi	ical Center	at 31st Street and Kinickinnie P	arkway			
Blanket Additional Insured - S	tates or Political	Subdivisio	ns - Permits				
INSURER AFFORDING COVERAGE: Trapolicy number: VTWXJ-UB-9497L7.	= = =	asualty Com E: 01/01/20	- · ·	NAIC#: 25674			
TYPE OF INSURANCE:	LIMIT DESCRIPTION	1:	LIMIT AMOUNT:				
Excess Workers Compensation	E.L. Each Accider		\$1,000,000				
Michigan	E.L. Disease-Each		\$1,000,000				
,	E.L. Disease-Pol	-	\$1,000,000				
ADDITIONAL REMARKS:			A A				
Excess Workers Compensation Mic	chigan: Statutory H	Benefits; F	letention \$500,000.				
			•				
INSURER AFFORDING COVERAGE: Tr	avelers Property Ca	asualty Com	pany of America	NAIC#: 25674			
POLICY NUMBER: VTWXJ-UB-4986B4		3: 01/01/20	<del>-</del>				
	•						
TYPE OF INSURANCE:	LIMIT DESCRIPTION		LIMIT AMOUNT:				
Excess Workers Compensation	E.L. Each Accider		\$1,000,000				
Oklahoma & Minnesota	E.L. Disease-Each	-	\$1,000,000				
	E.L. Disease-Pol	Lmt	\$1,000,000				
ADDITIONAL REMARKS:			•				
	or Emplovers Liabil	lity only.	Minnesota Excess Workers Compensa	tion Policy is written			
			a \$500,000 Retention. Oklahoma w				
	-						
				_			
INSURER AFFORDING COVERAGE: Tra			~ · ·	NAIC#: 25674			
POLICY NUMBER: VTWXJ-UB-3512A7	6-2-18 EFF DATE	3: 01/01/20	018 EXP DATE: 01/01/2019				
TYPE OF INSURANCE: LIMIT DESCRIPTION:			LIMIT AMOUNT:				
Excess Workers Compensation E.L. Each Accident			\$1,000,000				
Wisconsin	E.L. Disease-Each		\$1,000,000				
E.L. Disease-Pol Lmt		Lmt	\$1,000,000				
			•				
ADDITIONAL REMARKS:							
\$500,000 Retention; Statutory Benefits							

AGENCY CUSTOMER ID:	
LOC #	



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

NAIC#: 25682

AGENCY Willis of Minnesota, Inc.		NAMED INSURED The Boldt Company PO Box 419	
POLICY NUMBER		Appleton, WI 549120419	
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL DEMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Travelers Indemnity Company of CT

POLICY NUMBER: VTRE-UB-8498B305-18 EFF DATE: 01/01/2018

EXP DATE: 01/01/2019

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Retro Work Comp Policy

E.L. Each Accident

\$1,000,000

Statutory Benefits Retention: \$300,000

E.L. Disease-Each Emp E.L. Disease-Pol Lmt

\$1,000,000 \$1,000,000



The Boldt Company
2525 N. Roemer Road
Appleton, WI 54912-0419

920-739-6321

	- Appleton	, WI 54912-0419		V	endor No.	Check	No
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Vendor Reference	Job No.	Gross Amt/Retainer	Discount	Other Deductions	Retained		_
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TOTAL AMOUNT

8,000.00

BOLDT

The Boldt Company 2525 N. Roemer Road Appleton, WI 54912-0419 BMO HARRIS CENTRAL N.A.

THIS CHECK CONTAINS MULTIPLE SAFETY FEATURES

79-600 759

Date	Check No.	Amount
4/20/2018	283374	\$8,000.00

EIGHT THOUSAND\*

Dollar and

Cents

TO

PAY

Milwaukee County Department of Parks, Recreation & Culture 9480 W Watertown Plank Rd Wauwatosa WI 53226-3560

Surda & Mala

VOID AFTER 180 DAYS

# 283374# CO75906003C

19688311

ORIGINAL CHECK STOCK CONTAINS A LINE OF MICROSCOPIC PRINT ABOVE THE MICR AREA. USE A MAGNIFIER TO VIEW.

CI: BIVEH TO M WRENCH

## 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: January 22, 2016

Permit Number: 2202

Permit Fee: \$8,000

Restoration Bond Amount: \$10,000

(32 months of rent at \$250/month)

Permittee:

Boldt Construction Inc.

Contact:

Dan Cherek <a href="mailto:Cherek@boldt.com">Dan Cherek</a> <a href="mailto:Daniel.Cherek@boldt.com">Daniel.Cherek@boldt.com</a>

Address:

Job Trailer at St. Luke's Hospital at 31st Street and Kinickinnic Parkway

N21 W2340 Ridgeview Parkway Waukesha, WI 53188

Phone:

414-313-7044

Contractor:

Same as above

Contact: Address: Phone:

To Enter: KK River Parkway to install a job trailer, concrete slabs and sidewalk, and underground service.

Permittee has been occupying the site since September 1, 2015.

Location of Cross Streets: 31nd Street and Manitoba Ave.

**Purpose:** To gain access to project area for the purpose of having a job trailer on park property for the construction of the new cancer clinic at St. Luke's until spring of 2018.

Expiration Date of Permit: May1, 2018

### 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

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. WORK COMPLETED WITHOUT NOTIFICATION-Permittee is required to contact Mr. Gene Andrzejak, Park Maintenance 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. WORK COMPLETED WITHOUT NOTIFICATION-Permittee is required to contact, Jim Ciha at phone number (414) 257-4884 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:	
Duco S	Date: 26 Jan 2016
Permittee Approval and Acceptance of Conditions:	
	Date:
Approval upon satisfactory completion of all work:	
Parks Regional Manager:	Date:
South Regional Manager: Mike Wrench Location: Parks Administration BuildingPhone: 414-257-8092	

Address: 9480 Watertown Plank Road, Wauwatosa WI 53226

THE BOLDT COMPANY SPECIAL ACCOUNT - PAYROLL 2525 ROEMER RD. P.O. BOX 419 APPLETON, WI 54912

2-28-710

ESNAG\* Dreck Fraud Profession for Business

PAY TO THE Milwaukee. County Nept of Parks Rureation, a Culture \$8,000.

**DOLLARS** 

BMO Harris Bank BMO Harris Bank II.A. Chicago, Illinois

Vloloren Damoignoi

#BB5 000 1:07 1000 2BB:

0007851472

THE BOLDT COMPANY

DETACH AND RETAIN THIS STATEMENT THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

PRODUCT 55202N

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS		
DATE	DESCRIPTION.	AWOUNT	ACCT. NO.	AMOUNT	
2-25-16	sermit fees				
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EMPLOYEE MIFE (Xadthe

PERIOD ENDING	EARNINGS				DEDUCTIONS							
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER	TOTAL EARNINGS	WITHHOLDING U.S. INC. TAX	SOCIAL SECURITY	MEDICARE TAX	STATE INCOME TAX		TOTAL DEDUCTIONS	



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/16/2016

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS JERTIFICATE 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(les) must 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).

certifica	te holder in lieu of such endorsement(s).					
PRODUCER Willis of Minnesota, Inc. P.O. Box 877 Appleton, Wi 54912-0419		(920) 968-5217	/ CONTACT NAME: Trisha Kasper			
			PHONE (AIC, No, Ext): 920-968-5217 (AIC, No):			
			E-MAIL ADDRESS	trisha.kasper@willis.c	om	
• • • • • • • • • • • • • • • • • • • •			INSURER(S) AFFORDING COVERAGE		COVERAGE	NAIC#
				INSURER A: The Travelers Indemnity Company		
INSURED	The Boldt Company	mpany		INSURER B : Travelers Indemnity Company of Connecticu 40282		
	P O Box 419		INSURER C: Travelers Property Casualty Company of Am 40282			40282
	Appleton, WI 54912-0419		INSURER	D:		
			INSURER E :			
			INSURER	F:		
COVERAG	GES CERTIFICATE NU	MBER:		RE\	/ISION NUMBER:	
THIS IS	TO CERTIFY THAT THE POLICIES OF INSURANCE	CE LISTED BELOW HAY	VE BEEN	ISSUED TO THE INSURED N	AMED ABOVE FOR THE POL	ICY PERIOD

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.

NERAL LIABILITY  COMMERCIAL GENERAL LIABILITY							
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 5,000,000
			VTC2K-CO-3992B816-IND-16	1/1/2016	1/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	s 10,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	s 5,000,000
N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	s 5,000,000
POLICY X PRO-							\$
TOMOBILE LIABILITY					·	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
ANY AUTO			VTK-CAP-3510A098-IND-16	1/1/2016	1/1/2017	BODILY INJURY (Per person)	\$
AUTOS AUTOS						, ,	\$
HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
EXCESS LIAB CLAIMS-MADE			VTFSJ-EX-9497L897-TIL-16	1/1/2016	1/1/2017	AGGREGATE	\$ 10,000,000
DED X RETENTION \$ 10,000							\$
RKERS COMPENSATION						X WC STATU- OTH- TORY LIMITS ER	
PROPRIETOR/PARTNER/EXECUTIVE	NIA		VTC2JUB-4688B552-16	1/1/2016	1/1/2017	E.L. EACH ACCIDENT	\$ 1,000,000
indatory in NH)	117.					E.L. DISEASE - EA EMPLOYEE	s 1,000,000
es, describe under SCRIPTION OF OPERATIONS belaw						E.L. DISEASE - POLICY LIMIT	s 1,000,000
cess Worker's Compensation			VTWXJ-UB-3512A762-16	1/1/2016	1/1/2017	Wisconsin	\$500,000 Retention
cess Worker's Compensation			VTWXJ-UB-4986B487-16	1/1/2016	1/1/2017	Okłahoma	\$500,000 Retention
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached page.

CERTIFICATE HOLDER	CANCELLATION
Milwaukee County Department of Parks, Recreation and Culture 9480 Watertown Plank Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Wauwatosa, WI 53226-	AUTHORIZED REPRESENTATIVE

BOLDCOM-01 KATR PAGE 1 OF 1

### **DESCRIPTION OF OPERATIONS -**

ie Boldt Company → O Box 419 Appleton, WI 54912-0419 Milwaukee County Department of Parks, Recreation and Culture 9480 Watertown Plank Road Wauwatosa, WI 53226-

Blanket Additional Insured - States or Political Subdivisions - Permits

\$1,000 Deductible for Automobile Comprehensive/Collision Coverage.

Excess Workers Compensation for the States of: MI/OK/WI/MN.

Minnesota is placed with the MN Workers Compensation Rating Association with a Retention of \$500,000. Retention for Wisconsin, Oklahoma and Michigan is \$500,000.

Retrospective Workers Compensation #VTRK-UB-8498B305-16; The Travelers Indemnity Company; 1/1/2016 to 1/1/2017; Statutory Benefits; Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000; \$300,000 Retention.

Michigan Excess Workers Compensation # VTWXJ-UB-9497L732-16; Travelers Property Casualty Company of America; 1/1/2016 to 1/1/2017; Statutory Benefits; Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000; \$500,000 Retention.

RE: Parked Job Site Trailer Near St. Luke's Medical Center at 31st Street and Kinickinnie Parkway

	D. V	02061	12527	
Bond	No.	92901	12331	

## SITE RESTORATION BOND

	The Boldt Company			, as 1	Principal, and
	Western Surety Company	of Sioux F	alls, SD, as Sure		a separate and the contract of
unto	Milwaukee County, Departmen	t of Parks, Recreation	& Culture	-	, as Obligee,
	enal sum of <u>Ten Thousand and 00/100</u> tof which we bind ourselves, our heirs, ex		rmly by these pres	( \$10,000.00 ents.	) the
	ure of this obligation is such that the Princaller at St. Luke's Hospital at*and inter				
Princip	erefore, if upon termination of the Permi al and restores the premises to the origina and effect.				
Notwith	standing anything to the contrary in the Pern	nit, the Bond is subject t	to the following exp	ress conditions:	
1.	This Bond shall be effective	s the Surety provides to Bond or unless the Bor	the Obligee not less nd is earlier cancele	than thirty (30) dipursuant to the	days advance following. This
2.	Upon the effective date of cancellation or n default by the Principal, regardless of wher		liability under this I	Bond shall cease i	for any act of
3.	Regardless of the number of years this bon no event exceed the amount set forth above			not be cumulative	e and shall in
4.	Any notice, demand, certification or request Any demand or request for payment must be				
5.	This Bond shall be void unless signed and a	cknowledged by the O	bligee below.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
*31st St	O, SEALED AND DATED this 16th day reet and Kinickinnic Parkway N21 W2340 ction/Right of Entry Permit Number 2201	of February ) Ridgeview Parkway,	2016 Waukesha, WI 53 Principal The Bol	188	
		ea .		Hauk, Assis	Josk tant Secretary
			Western Surety C	ompany	9
			By:	Vicole Langer, A	attorney-in-Fact
			Surety Phone N	o. 763.302.7100	
Signed a	and acknowledged as to the Obligee, this	day of			1 ( 3
By:					

## **Surety Acknowledgment**

State of	MINNESOTA	 }
		} ss.
County of	Hennepin	 }

On this 16<sup>th</sup> day of February 2016, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.

Notary Public



# Western Surety Company

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nina E Werstein, Laurie Pflug, Brian D Carpenter, Jill N Swanson, Dennis G Loots, Jessica Hoff, Michelle Sylvester, Heather R Goedtel, Nicole Langer, Craig Olmstead, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by mc duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

my commission expen	w	
February 12, 2021		



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of February 2016.



WESTERN SURETY COMPANY

J. Melaon

L. Nelson, Assistant Secretary

### **Authorizing By-Law**

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the sharcholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

FW: St. Luke's Access - Ciha, Jim

FW: St. Luke's Access

Toomsen, Sarah

Fri 1/15/2016 1:08 PM

To:Ciha, Jim <James.Ciha@milwaukeecountywi.gov>;

1 attachment (2 MB)

kkparkway.pdf;

-\$6400 37x1750/wth 5014 \$8000 5 1000

- (miled 1/19)

Jim,

Boldt Construction has requested a permit for a construction trailer near St. Luke's. Can you please follow up with them?

Thank you, Sarah

Sarah Toomsen, PLA, LEED AP

Manager of Planning & Development
414-257-7389 Direct
414-380-2052 Mobile
414-257-8190 Fax

sarah.toomsen@milwaukeecountywi.gov

". Dan Cherek run 414 313.7044

Milwaukee County Department of Parks, Recreation, & Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226
414-257-PARK
www.countyparks.com

Please consider the environment before printing this email.

From: Toomsen, Sarah

Sent: Tuesday, December 29, 2015 2:57 PM
To: 'Daniel Cherek' < Daniel. Cherek @boldt.com>

Subject: FW: St. Luke's Access

Is this your current layout?

Sarah Toomsen, PLA, LEED AP
Manager of Planning & Development

414-257-7389 Direct 414-380-2052 Mobile 414-257-8190 Fax sarah.toomsen@milwaukeecountywi.gov

Milwaukee County Department of Parks, Recreation, & Culture 9480 Watertown Plank Road Wauwatosa, WI 53226 414-257-PARK www.countyparks.com

### Please consider the environment before printing this email.

From: Alan Legg [mailto:Alan.Legg@boldt.com]
Sent: Friday, September 04, 2015 12:28 PM

To: Toomsen, Sarah < Sarah. Toomsen@milwaukeecountywi.gov >; Haley, Kevin

< Kevin. Haley@milwaukeecountywi.gov>

Subject: RE: St. Luke's Access

Sorry Sarah- Try opening this attachment. Let me know what you think.

Thanks, Alan



### Alan Legg | Superintendent

P: 262-442-6150

E: Alan.Legg@Boldt.com

N21 W23340 Ridgeview Parkway // Waukesha, WI 53188

From: Toomsen, Sarah [mailto:Sarah.Toomsen@milwaukeecountywi.gov]

Sent: Friday, September 04, 2015 9:26 AM

To: Alan Legg; Haley, Kevin Subject: RE: St. Luke's Access

Hi Alan,

It must have saved locally, because I don't see it. Try printing as a PDF?

### Sarah Toomsen, PLA, LEED AP

Manager of Planning & Development
414-257-7389 Direct
414-380-2052 Mobile
414-257-8190 Fax
sarah.toomsen@milwaukeecountywi.gov

Milwaukee County Department of Parks, Recreation, & Culture 9480 Watertown Plank Road Wauwatosa, WI 53226 414-257-PARK www.countyparks.com

Please consider the environment before printing this email.

From: Alan Legg [mailto:Alan.Legg@boldt.com]
Sent: Friday, September 04, 2015 7:24 AM

To: Toomsen, Sarah < Sarah. Toomsen@milwaukeecountywi.gov >; Haley, Kevin

<Kevin.Haley@milwaukeecountywi.gov>

Subject: RE: St. Luke's Access

Good morning Kevin and Sarah. Thank you for sending me the link. That is a nice website! I was able to mark up a drawing and save the project. I couldn't figure out how to attach the link in the email I'm sorry. If you go to the open file tab and search Trailer Relocation it should pop up.

I tried to show our trailer pretty close to where it is located right now. We would hope to pour a concrete drive/slab off of Manitoba St. to park a couple of Boldt Trucks.

Again I am sorry I did not contact you sooner, I honestly was confident we were fully on the Church property. I hope my drawing worked and saved properly. Please let me know if it didn't or if I left something out you would like to see.

Thank you very much, Alan Legg



### Alan Legg | Superintendent

P: 262-442-6150

E: Alan.Legg@Boldt.com

N21 W23340 Ridgeview Parkway // Waukesha, WI 53188

From: Toomsen, Sarah [mailto:Sarah.Toomsen@milwaukeecountywi.gov]

Sent: Thursday, September 03, 2015 4:21 PM

To: Alan Legg Cc: Haley, Kevin

Subject: St. Luke's Access

Map attached, and/or review online:

http://county.milwaukee.gov/mclio/applications/interactivemapping.html

Kevin Haley, PLA

Landscape Architect
414-257-6242 Direct
414-254-5691 Mobile
414-257-8190 Fax
kevin.haley@milwaukeecountywi.gov

Milwaukee County Department of Parks, Recreation, & Culture 9480 Watertown Plank Road Wauwatosa, WI 53226 414-257-PARK countyparks.com

### Sarah Toomsen, PLA, LEED AP

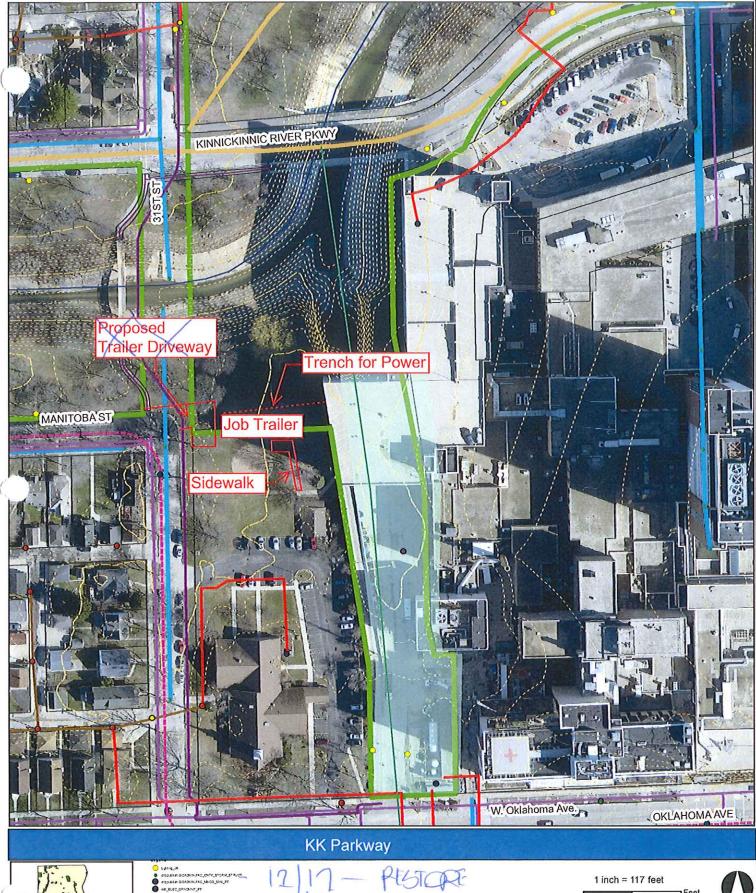
Manager of Planning & Development
414-257-7389 Direct
414-380-2052 Mobile
414-257-8190 Fax
sarah.toomsen@milwaukeecountywi.gov

Milwaukee County Department of Parks, Recreation, & Culture 9480 Watertown Plank Road Wauwatosa, WI 53226 414-257-PARK www.countyparks.com

### Please consider the environment before printing this email.

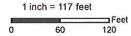
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TOILETS







Milwaukee County Department of Parks, Recreation, & Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226
414-257-PARK
www.countyparks.com

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From: Alan Legg [mailto:Alan.Legg@boldt.com]
Sent: Friday, September 04, 2015 7:24 AM

To: Toomsen, Sarah < Sarah. Toomsen@milwaukeecountywi.gov >; Haley, Kevin

<Kevin.Haley@milwaukeecountywi.gov>

Subject: RE: St. Luke's Access

Good morning Kevin and Sarah. Thank you for sending me the link. That is a nice website! I was able to mark up a drawing and save the project. I couldn't figure out how to attach the link in the email I'm sorry. If you go to the open file tab and search Trailer Relocation it should pop up.

I tried to show our trailer pretty close to where it is located right now. We would hope to pour a concrete drive/slab off of Manitoba St. to park a couple of Boldt Trucks.

Again I am sorry I did not contact you sooner, I honestly was confident we were fully on the Church property. I hope my drawing worked and saved properly. Please let me know if it didn't or if I left something out you would like to see.

Thank you very much, Alan Legg



### Alan Legg | Superintendent

P: 262-442-6150

E: Alan.Legg@Boldt.com

N21 W23340 Ridgeview Parkway // Waukesha, WI 53188

From: Toomsen, Sarah [mailto:Sarah.Toomsen@milwaukeecountywi.gov]

Sent: Thursday, September 03, 2015 4:21 PM

To: Alan Legg Cc: Haley, Kevin

Subject: St. Luke's Access

Map attached, and/or review online:

http://county.milwaukee.gov/mclio/applications/interactivemapping.html

Kevin Haley, PLA

Landscape Architect 414-257-6242 Direct 414-254-5691 Mobile 414-257-8190 Fax kevin.haley@milwaukeecountywi.gov

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### Sarah Toomsen, PLA, LEED AP

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