

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is dated as of the 13th day of December in the year 2024 by and between  
Sauk County Parks and Recreation, 57995 White Mound Drive, Hillpoint, WI 53937 ("Owner") and  
Janke General Contractors, Inc., 1224 Mount View Lane, Athens, WI 54411 ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**All Work.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Delton Dam Repairs  
Sauk County Parks and Recreation Department  
Sauk County, WI**

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Ayres Associates Inc., 700 Pilgrim Way, Suite 180, Green Bay, WI 54304 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **December 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before \_\_\_\_\_.

#### ~~4.02 Contract Times: Days~~

- ~~A. The Work will be substantially complete within \_\_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

#### ~~4.03 Milestones~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1:~~
  - ~~2. Milestone 2:~~

#### 4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - ~~2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after such time until the Work is completed and ready for final payment.~~
  - ~~3. *Milestone 1:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  - ~~4. *Milestone 2:* Contractor shall pay Owner \$\_\_\_\_\_ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 2, until Milestone 2 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  - ~~5. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

~~A. For all Work other than Unit Price Work, a lump sum of:~~

~~\_\_\_\_\_~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). **The extended prices are as indicated in Contractor's Bid, attached hereto as an exhibit. The estimated total of all extended prices for Unit Price Work is:**

**Two Hundred Fifteen Thousand Nine Hundred Ninety Five Dollars and Zero Cents (\$215,995.00)**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment ~~on or about the \_\_\_\_\_ day of~~ **once** each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- c. At 50 percent completion, no additional amounts will be retained unless Engineer certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the ~~Work completed~~ **Contract Price (with the balance being retainage)**, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less ~~percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, ~~or return or release retainage at Substantial Completion or any other time,~~ unless Contractor submits written consent of the surety to such payment, ~~return, or release.~~
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of 12 percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
    - 1. This Agreement.
    - 2. General Conditions, **which are bound separately in Project Manual.**
    - 3. Supplementary Conditions, **which are bound separately in Project Manual.**
    - 4. Specifications as listed in the Project Manual Table of Contents **and bound separately.**
    - 5. Drawings as listed on the Drawing Sheet Index **and bound separately.**
    - 6. Addenda (numbers 1 to 1, inclusive), **which are bound separately.**
    - 7. Exhibits to this Agreement (enumerated as follows):
      - a. **Contractor's Bid, marked Exhibit A.**
      - b. **Project Manual Table of Contents, marked Exhibit B.**
      - c. **Drawing Sheet Index, marked Exhibit C.**
      - d. **Performance Bond (together with power of attorney), marked Exhibit D.**
      - e. **Payment Bond (together with power of attorney), marked Exhibit E.**

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 *Contractor's Representations***

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective as of the date first written on Page 1 of the Agreement (which is the Effective Date of the Contract).

Owner:

**Sauk County Parks and Recreation**  
(typed or printed name of organization)

By: Lisa Wilson  
(individual's signature)

Date: 12/27/2024  
(date signed)

Name: Lisa Wilson  
(typed or printed)

Title: County Administrator  
(typed or printed)

Attest: Rebecca C. Ewert  
(individual's signature)

Title: Sauk Co. Clerk  
(typed or printed)

Address for giving notices:  
S7995 Whitemound Dr  
Hill Point, WI 53937

Contractor:

**Janke General Contractors, Inc.**  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Date: 12/13/2024  
(date signed)

Name: Steve J. Janke  
(typed or printed)

Title: President  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Andrea K. Janke  
(individual's signature)

Title: Secretary / Treasurer  
(typed or printed)

Address for giving notices:  
1224 Mount View Lane  
Athens, WI 54411

License No.: N/A  
(where applicable)

State: \_\_\_\_\_



## BID FORM

**PROJECT:** Delton Dam Repairs  
Sauk County Parks and Recreation Department  
Sauk County, WI

**BID DEADLINE:** December 9, 2024  
10 am, Local Time

To: Sauk County Parks and Recreation Department,

We Janke General Contractors, Inc. (Name of Bidder)  
acknowledge that we have received the Contract Documents, prepared by Ayres and dated November 2024, that are listed in the Project Manual Table of Contents and Drawing Sheet Index. We hereby agree to provide all labor, materials, equipment, and services required to complete the work in strict accordance with the Contract Documents for the following stated amount(s).

### BID SCHEDULE

*[Submit prices by completing the online Quest vBid "Bid Worksheet".]*

### BID SECURITY

Accompanying this bid is bid security payable to Owner in the form stipulated in the Instructions to Bidders, which is at least 5% of the maximum bid amount, and will be retained by Owner as liquidated damages if the undersigned fails to execute agreements and furnish bonds (if specified) within 10 days after Notice of Award.

### WITHDRAWAL OF BID

It is agreed that this bid and any required bid security may not be withdrawn for a period of 45 days after the Bid Deadline.

### TIME OF COMPLETION

The undersigned agrees, if awarded the contract, to start work after "Notice to Proceed" and to substantially complete the work on or before December 31, 2025. In-stream work may begin no earlier than June 15, 2025.

Failure to substantially complete the work within the stated time will result in liquidated damages of \$100 per calendar day thereafter until substantial completion.

### BIDDER'S WARRANTY

By the act of submitting a bid for the proposed work, the bidder warrants that:

1. Bidder and its subcontractors have carefully and thoroughly reviewed the Contract Documents and have found them complete, free of ambiguities, and sufficient for the purpose intended; further that,
2. Bidder and all workers, employees, and subcontractors are skilled and experienced in the type of work represented by the Contract Documents; further that,
3. Bid is based solely upon the Contract Documents and properly issued written addenda and not upon any other representation; further that,
4. Bidder has carefully examined the site of the work and from its investigations is satisfied as to the nature and location of work, the character, quality, quantities of materials, and difficulties to be encountered, the kind and extent of equipment and other facilities needed for performance of the work,

the general and local conditions, and other items which may, in any way, affect the work or its performance; and further that,

5. Neither the bidder nor its employees, agents, prospective suppliers, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the Owner, its employees or agents, including architects, engineers, and consultants, in assembling the bid.

#### LIST OF SUBCONTRACTORS

The following is a list of subcontractors whose bids were used in this bid. It is agreed that after submission of this list, no change may be made in subcontractors as listed without submitting change for Owner review in accordance with the conditions of the contract. If there are no subcontractors, state "None."

Subcontract:

NONE

Subcontractor:

## ADDENDA

The undersigned acknowledges receipt of addenda 1 to 1 inclusive.

## ORGANIZATION AND AUTHORITY

The undersigned hereby certifies that the bidder is organized as indicated below and that all statements herein are made on behalf of such bidder.

Business Name Janke General Contractors, Inc.  
Business Address 1224 Mount View Lane  
Athens, WI 54411  
Telephone Number 715-257-7901  
Fax Number 715-257-1082  
E-Mail Address office@jankegeneral.com  
State Contractor Registration/License No. (if applicable) N/A

(Complete applicable paragraph 1, 2, 3, or 4.)

1. Corporation. Bidder is a corporation organized under the laws of the state of Wisconsin. Its corporate president is Steve J. Janke and its corporate secretary is Andrea K. Janke. The President is authorized to submit bids and sign construction contracts for the bidder by action of the board of directors.
2. Limited Liability Corporation. Bidder is a limited liability corporation organized under the laws of the state of \_\_\_\_\_. Its members are \_\_\_\_\_. The \_\_\_\_\_ is authorized to submit bids and sign construction contracts for the bidder.
3. Partnership. Bidder is a partnership consisting of partners \_\_\_\_\_ and \_\_\_\_\_.
4. Sole Trader. Bidder is an individual doing business as \_\_\_\_\_.

## SWORN STATEMENT

I, being duly sworn, hereby certify that I have examined and carefully prepared this bid from the Contract Documents and have checked the same in detail before submitting this bid; that I have full authority to make such statements and submit this bid on behalf of the above bidder; and that said statements are true and correct.

Bidder's Signature

Steve J. Janke President  
Steve J. Janke

## NOTARY CERTIFICATE

I hereby certify that

Steve J. Janke, President (name and title)

appeared before me on December 9, 2024 (date)

Laura T. Ford (Notary signature)

Laura T. Ford (Notary printed name)

My Commission expires May 5, 2026 (date)

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

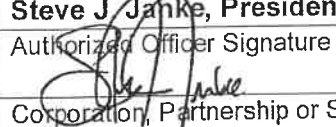
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer <b>Steve J. Janke, President</b>			
Authorized Officer Signature 		Date Signed <b>12/09/2024</b>	
Corporation, Partnership or Sole Proprietorship Name <b>Janke General Contractors, Inc.</b>			
Street Address or P O Box <b>1224 Mount View Lane</b>	City <b>Athens</b>	State <b>WI</b>	Zip Code <b>54411</b>

**If you have any questions call (608) 266-6861**




To Whom It May Concern:

**RESOLUTION OF AUTHORITY**

Adopted at Board of Directors meeting on March 19, 2001, be is resolved that Steve J. Janke, the President of the Corporation is hereby authorized and empowered to execute contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the Stockholders or of the Board of Directors of the Corporation.

Accepted by:

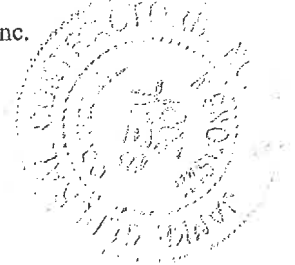
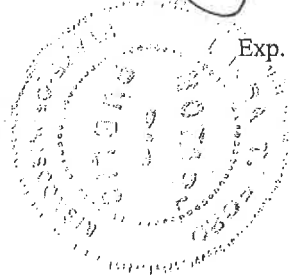
  
Andrea K. Janke, Secretary/Treasurer

  
Steve J. Janke, President  
Janke General Contractors, Inc.

Subscribed and sworn to before me this 9th  
Day of December, 2024.

  
Notary

Exp. Date May 5, 2026



## BID TABULATION

PROJECT: Delton Dam Repairs Sauk County Parks and Recreation Department Sauk County, WI					Janke General Contractors 1224 Mount View Lane Athens WI 54411 715.257.7901 fax 715.257.1082 <a href="mailto:office@jankegeneral.com">office@jankegeneral.com</a>		
BID DEADLINE: December 9, 2024 2:00pm, Local Time							
DESCRIPTION				UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
		BASE BID					
1	1	Mobilization		LS	1	\$36,715.00	\$36,715.00
2	2	Demolition		LS	1	\$16,000.00	\$16,000.00
3	3	Concrete Repairs		SF	9	\$470.00	\$4,230.00
4	4	Gabion Baskets		LS	1	\$86,700.00	\$86,700.00
5	5	Grout Bags		LS	1	\$60,850.00	\$60,850.00
6	6	Site Restoration		LS	1	\$11,500.00	\$11,500.00
Total Base Bid Amount (Line Items 1 thru 6)							\$215,995.00
Addendum No. 1 Acknowledged (Yes/No)						yes	
Bid Security/Type						5% Bid Bond	
Apparent Low Bid						***	

**DELTON DAM REPAIRS  
SAUK COUNTY PARKS AND RECREATION DEPARTMENT  
SAUK COUNTY, WI**

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Bond No. B 1324881

**PERFORMANCE BOND**

<b>Contractor</b> Name: JANKE GENERAL CONTRACTORS, INC. Address ( <i>principal place of business</i> ): 1224 Mount View Lane Athens, WI 54411	<b>Surety</b> Name: Selective Insurance Company Of America Address ( <i>principal place of business</i> ): 40 Wantage Avenue Branchville, NJ 07890
<b>Owner</b> Name: Sauk County Parks and Recreation Department Mailing address ( <i>principal place of business</i> ): S7995 Whitemound Dr. Hillpoint, WI 53937	<b>Contract</b> Description ( <i>name and location</i> ): Delton Dam Repairs Sauk County Parks and Recreation Department Sauk County, WI Contract Price: \$215,995.00 Effective Date of Contract: 12/13/2024

**Bond**  
 Bond Amount: \$215,995.00 (TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED NINETY FIVE AND 00/100 Dollars)  
 Date of Bond: 12/17/2024  
*(Date of Bond cannot be earlier than Effective Date of Contract)*  
 Modifications to this Bond form:  
☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

<b>Contractor as Principal</b> <u>JANKE GENERAL CONTRACTORS, INC.</u> <i>(Full formal name of Contractor)</i> By: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Steve J. Janke</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Andrea K. Janke</u> <i>(Printed or typed)</i> Title: <u>Secretary / Treasurer</u>	<b>Surety</b> <u>Selective Insurance Company Of America</u> <i>(Full formal name of Surety) (corporate seal)</i> By: <u>[Signature]</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Connie Smith</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> <i>(Signature)</i> Name: <u>Kaleigh Sansone</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
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*Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Obtain bids in conformity with Wisconsin State statute 59.52(29) from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.3.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in

- whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
    - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
    - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
    - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
  14. Definitions
    - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
    - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
    - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

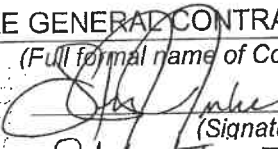

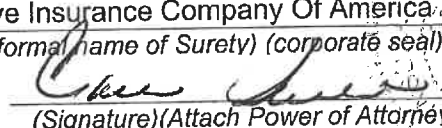

- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

Deleted 5.2 In its entirety.

Deleted "Obtain bids of negotiated proposals" from the first line of 5.3 and replaced with "Obtain bids in conformity with Wisconsin State statute 59.52(29)".

Bond No. B 1324881

**PAYMENT BOND**

<b>Contractor</b> Name: JANKE GENERAL CONTRACTORS, INC. Address ( <i>principal place of business</i> ): 1224 Mount View Lane Athens, WI 54411	<b>Surety</b> Name Selective Insurance Company Of America Address ( <i>principal place of business</i> ): 40 Wantage Avenue Branchville, NJ 07890
<b>Owner</b> Name: Sauk County Parks and Recreation Department Mailing address ( <i>principal place of business</i> ): S7995 Whitemound Dr. Hillpoint, WI 53937	<b>Contract</b> Description ( <i>name and location</i> ): Delton Dam Repairs Sauk County Parks and Recreation Department Sauk County, WI Contract Price: \$215,995.00 Effective Date of Contract: 12/13/2024
<b>Bond</b> Bond Amount: \$215,995.00 ( TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED NINETY FIVE AND 00/100 Dollars) Date of Bond: 12/17/2024 ( <i>Date of Bond cannot be earlier than Effective Date of Contract</i> ) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> JANKE GENERAL CONTRACTORS, INC. ( <i>Full formal name of Contractor</i> ) By:  (Signature) Name: Steve Janke (Printed or typed) Title: President Attest:  (Signature) Name: Andrea K. Janke (Printed or typed) Title: Secretary / Treasurer	<b>Surety</b> Selective Insurance Company Of America ( <i>Full formal name of Surety</i> ) ( <i>corporate seal</i> ) By:  (Signature) (Attach Power of Attorney) Name: Connie Smith (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Kaleigh Sansone (Printed or typed) Title: Witness
Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute

against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: None



**SELECTIVE**  
BE UNIQUELY INSURED<sup>SM</sup>

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1324881

### POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$30,000,000.00**

Signed this 17th day of December, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: \_\_\_\_\_

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

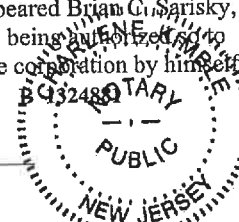
:ss. Branchville

COUNTY OF SUSSEX :

On this 17th day of December, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, did, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

### CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 17th day of December, 2024.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY