

# Dane County Contract Cover Sheet

Revised 01/2025

Res 355

Dept./Division	Highway		
Vendor Name	Village of Oregon	MUNIS #	5904
Brief Contract Title/Description	Agreement for the design of CTH MM/Wolfe St from Pleasant Oak to Janesville St in the Village of Oregon		
Contract Term	03/17/25 - 12/31/25		
Contract Amount	\$90,000.00		

Contract # Admin will assign	15772
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Tricia Rast	Name	Lauren Striegl
Phone #	608-266-4065	Phone #	608-835-6285
Email	rast@danecounty.gov	Email	lstriegl@vil.oregon.wi.us
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other			

MUNIS Req.	Req #	1401	Org:	HWCONCAP	Obj:	51089	Proj:		\$	90,000.00
			Org:		Obj:		Proj:		\$	
	Year	2025	Org:		Obj:		Proj:		\$	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		
	Res #	355	
	Year	2024	

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2025.03.19 08:35:49 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/19/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, March 20, 2025 12:48 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15772  
**Attachments:** 15772.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/20/2025 2:10 PM	Approve: 3/20/2025 2:10 PM
	Patten (Purchasing), Peter		Approve: 3/20/2025 1:09 PM
	Gault, David	Read: 3/20/2025 1:58 PM	Approve: 3/20/2025 1:59 PM
	Cotillier, Joshua		Approve: 3/20/2025 1:04 PM
	Stavn, Stephanie	Read: 3/21/2025 11:11 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15772  
Department: Highway  
Vendor: Village of Oregon  
Contract Description: Design of CTH MM/Wolfe Street from Pleasant Oak Dr to Janesville St (Res 355)  
Contract Term: 3/17/25 – 12/31/25  
Contract Amount: \$90,000.00

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

**2024 RES-355**  
**AGREEMENT FOR THE DESIGN OF CTH MM/WOLFE STREET**  
**FROM PLEASANT OAK DRIVE TO JANESVILLE STREET**  
**IN THE VILLAGE OF OREGON**

The Dane County Highway & Transportation Department and representatives of the Village of Oregon have determined that CTH MM/Wolfe St from Pleasant Oak Drive to Janesville Street is in need of improvements.

Funding for the design of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects. The County's share shall not exceed \$90,000.

The department has funds available in account HWCONCAP-51089 for the project costs.

NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this cost sharing agreement on behalf of Dane County, with the Village of Oregon.

BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2025, in the above mentioned accounts be carried forward to 2026.

**AGREEMENT FOR THE DESIGN OF CTH MM/WOLFE STREET FROM PLEASANT  
OAK DRIVE TO JANESVILLE STREET IN THE VILLAGE OF OREGON**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), and the Village of Oregon, a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE").

**WITNESSETH:**

**WHEREAS**, VILLAGE and COUNTY have determined that CTH MM/Wolfe Street from Pleasant Oak Street to Janesville Street in the Village of Oregon (the "Project Highway") is in need of reconstruction and certain other improvements ("the Project"); and,

**WHEREAS**, VILLAGE AND COUNTY desire to work together to complete the Project, with the understanding that the costs of the Project will be borne by the COUNTY and VILLAGE as agreed by the parties; and

**WHEREAS**, the VILLAGE has entered into an agreement with JT Engineering to perform certain design services associated with the Project (the "Design Services"); and

**WHEREAS**, VILLAGE anticipates that such Design Services shall be completed in 2025; and

**WHEREAS**, under Wis. Stat. § 66.0301, VILLAGE and COUNTY are authorized to enter into agreements for the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, pursuant to Wis. Stat. § 66.0301, VILLAGE and COUNTY wish to formalize arrangements for the costs of the Design Services as provided in this Agreement; and

**WHEREAS**, VILLAGE and COUNTY anticipate entering into one or more separate agreements with one another relating to the construction of the Project, the funding of such construction, and the jurisdictional transfer of the Project Highway to VILLAGE.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, VILLAGE and COUNTY do agree as follows:

1. VILLAGE shall ensure the following Design Services are completed:
  - (a) The conversion of that section of the Project Highway from Pleasant Oak Drive to 180 feet south of Elliott Lane from a rural cross section to a two-lane urban cross section with curb and gutter, and,
  - (b) The removal and replacement of the existing roadway surface and curb and gutter of the Project Highway from 180 feet south of Elliot Lane to Janesville Street.

2. COUNTY and VILLAGE agree to joint financial participation in the costs of the Design Services as set forth in this Agreement and the "Dane County Highway & Transportation Policy on Joint Projects with Municipalities" as shown on Attachment A which is incorporated herein as though fully stated.
3. COUNTY's total obligations under this Agreement shall not exceed \$90,000. VILLAGE shall be responsible for all costs associated with the Design Services in excess of \$90,000 or otherwise not covered by COUNTY under this Agreement.
4. VILLAGE shall provide COUNTY with copies of all invoices related to the Design Services upon VILLAGE's receipt of such invoices. COUNTY shall reimburse VILLAGE for COUNTY's portion of such costs within 30 days after VILLAGE provides each such invoice to COUNTY.
5. During the term of this Agreement, VILLAGE and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan and, in doing so, to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. VILLAGE agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination. This listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
6. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
7. This Agreement may only be amended in writing upon agreement by both parties.
8. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
9. This Agreement may be executed simultaneously in two or more counterparts, including by electronic image (e.g., .pdf), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

**FOR THE COUNTY:**

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

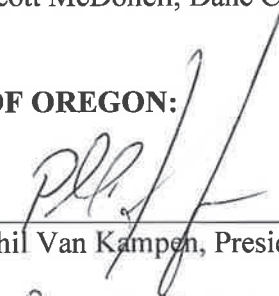
\_\_\_\_\_  
Melissa Agard, Dane County Executive

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

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

**FOR THE VILLAGE OF OREGON:**

Date Signed: 03.17.2025

  
\_\_\_\_\_  
Phil Van Kampen, President

Date Signed: 03.17.2025

  
\_\_\_\_\_  
Candie Jones, Clerk

## **Attachment A**

### **Highway Policies: Joint Projects with Municipalities**

The following are Dane County's general policy for joint improvement projects on County Trunk Highways. It should be noted there will be no joint projects without prior County approval and funds budgeted by both units. Approval must be obtained for design and again for construction since separate budgets are involved. As part of the project review process, the County requests a copy of the municipality's up-to-date land use and transportation plans (if available). The County is also interested in the aspects of the municipality's plans (if available) that support bicycle, pedestrian, transit, and Traffic Demand Management (TDM) efforts to reduce automobile trips and congestion.

#### **Engineering**

The County will share one-half (1/2) of the engineering costs, design, and construction of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting and to any agreement for construction being signed.

#### **Right-of-way**

The County shall obtain, gain ownership, and assume all costs associated with roadway right-of-way only for projects where multi-jurisdictional control of adjoining property exists. Any further right-of-way required for municipal amenities such as turn lanes into commercial areas or sideroads, sidewalks, bicycle paths, additional lanes, or frontage roads shall be acquired by the municipality. The municipality shall acquire the needed right-of-way for the project if the municipality intends, through agreement with the County, to assume maintenance control of the County trunk after the improvement is completed.

#### **Curb & Gutter**

The County will share in the costs of curb and gutter construction. Cost participation is as follows:

- The County will share in one-half (1/2) of the costs of curb and gutter construction required along the median areas in multi-lane facilities.
- The County will share in one-half (1/2) of the costs of curb and gutter construction involved in a safety improvement project where the sole purpose of the curb and gutter is to assure proper channelizing of traffic.
- The County will share in one-half (1/2) of the costs for isolated curb and gutter where the construction of the curb and gutter is exclusively for purposes of eliminating right-of-way purchases.
- Where the Municipality has a curb and gutter assessment policy, the County will share in one-half (1/2) of the costs of the outside curb and gutter for those sections of curb and gutter that are not directly assessable to the adjacent property owner. The County will share in one-quarter (1/4) of the costs of outside curb and gutter for those sections of curb and gutter that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and Municipality.



- The County will not share in the costs of outside curb and gutter where the municipality does not have curb and gutter assessment policy.
- The Municipality shall be responsible for the future costs of the maintenance and repair of the curb and gutter.

### **Sidewalk**

- Where the Municipality has a sidewalk assessment policy, the County will share in one-half (1/2) of the costs of the sidewalk construction where those sections of sidewalk are not directly assessable to the adjacent property owner. The County will share in 1/4 of the cost of sidewalk for those sections of sidewalk that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and the Municipality.
- The County will not share in the costs of sidewalk where the municipality does not have a sidewalk assessment.
- The Municipality shall be responsible for the future costs of the maintenance and repair of the sidewalk.

### **Driveway Aprons**

The County will not share in the costs of concrete driveway apron construction.

### **Bicycle Paths**

The County will share in one-half (1/2) of the costs of a widened roadway section that is available for bicycle use. "Off-road" bicycle paths may be funded by improvement project funds. Any cost sharing for "Off-road" bicycle paths, including overhead or tunnel road crossing within the right-of-way, will be determined on an individual basis. The Municipality shall be responsible for the future costs of maintenance and repair of the bicycle paths.

### **Storm Sewers**

The County will share in one-half (1/2) the costs of all storm sewer and related structures associated with the project improvement. The County may share in the costs of the drainage structures or pipes associated with major municipal storm trunk sewer systems that pass through the project. The municipality may choose to relocate or enlarge their sewer system at the time the project is undertaken. Any cost sharing of this type will be determined on an individual basis.

### **Sanitary Sewers and Water Mains**

The County will not share in the costs of adjusting, relocating, repairing, placing, or replacing any sanitary sewer or water main, or appurtenances within or adjacent to the improvement project.

### **Bridges**



The County will share in one-half (1/2) the costs of any bridge widening or construction involved in the project.

#### **Road Lighting**

The County will not share in roadway lighting costs.

#### **Traffic Lights and Signing**

The County will assume the costs of highway signing, with the exception of parking or restrictive parking signs, for which the County will not share costs. The County will assume one-half (1/2) of all costs involved in traffic light installations, and will enter into contracts for their maintenance as long as signals are warranted per accepted engineering standards.

#### **Roadway Pavement, Grading, and Base**

The County will share in one-half (1/2) the costs associated with the pavement, grading, and base.

#### **Landscaping**

The County will share in one-half (1/2) the costs of general landscaping (seeding and sodding) within the right of way. Sodding costs assumed by the County will be limited to areas where it is intended to control erosion, or it is the only viable alternative for right-of-way restoration (areas where seed mulch won't suffice). Major plantings as requested by the municipality shall be at their expense.

#### **Pavement Marking**

The County will share in one-half (1/2) the costs of all original thermoplastic center line or lane markings. The County shall share in one-half (1/2) the costs of all original thermoplastic pedestrian markings. The Municipality shall be responsible for the future costs of maintenance and repair of the pedestrian markings.

#### **Jurisdictional Transfers**

The County shall consider a jurisdictional transfer where a roadway segment is improved to urban standards entirely within one municipality or where multi-jurisdictions can agree to maintain the segment. The County may determine not to participate in the project if a jurisdictional transfer cannot be achieved.

Prior to actual commencement of construction, and after the project funds have been appropriated, formal contracts will be entered into by the County and municipality which will note all cost sharing items and the financial commitments of both parties for the joint improvement projects.

This revised policy will take effect with the adoption of the 2000 budget and beyond. Projects budgeted prior (year 2000 budget) to adoption of the revised policy will not be altered.

**This policy was adopted by the Dane County Transportation Committee at its meeting on May 3, 1999.**