

ADMINISTRATIVE REPORT

DATE: April 24, 2025

TOPIC: 6.15 – Cooperative Agreement with City of Woodbury for Pedestrian Improvements

PRESENTER: Abby Baker – Executive Director of Human Resources and Operations

REFERENCE TO POLICY/STATUTE: 707 – Transportation of Public School Students

A. PURPOSE OF REPORT

The District and City of Woodbury have been collaborating on pedestrian improvements on school district property at Liberty Ridge Elementary School to integrate with the newly designed crossing at Settlers Ridge Parkway. A Cooperative Agreement between the City of Woodbury and the District has been prepared for the pedestrian improvements near Liberty Ridge Elementary School to detail the roles, responsibilities, and cost participation of each party. The City is responsible for the construction of a sidewalk, grading, and landscaping on school property to provide logical and ADA compliant connections. The District is responsible for rights of entry and cost of the improvements on District property.

B. RECOMMENDATION

- a. Approve Cooperative Agreement with the City of Woodbury.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Operations, Staffing, and Finance
- c. Engagement and Partnerships



DRAFT
COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WOODBURY
AND INDEPENDENT SCHOOL DISTRICT 833
FOR PEDESTRIAN IMPROVEMENTS
ON SETTLERS RIDGE PARKWAY

THIS AGREEMENT, entered into by and between the City of Woodbury, a municipal corporation, herein after referred to as the "City", and Independent School District 833, hereinafter referred to as the "District", effective as of the ____ day of April, 2025, and shall consist of this agreement and Exhibit A and Exhibit B.

WITNESSETH:

WHEREAS, the City intends to construct pedestrian improvements on Settlers Ridge Parkway in the City of Woodbury, including a mid-block crossing improvement (hereinafter "Project"); and

WHEREAS, the District has requested that the City include and extend construction onto District property as part of the Project; and

WHEREAS, the City and the District agree to share in the cost of the Project; and

WHEREAS, a cooperative effort between the City and the District is the appropriate method to facilitate the construction of these transportation and pedestrian improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this agreement, Exhibit A (Location Map) and Exhibit B (Estimated Cost Splits).

B. PLANS AND SPECIFICATION PREPARATION

1. The City shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all District and City components of this Project.
2. The following City project numbers have been assigned to the Project: 02-2023-01

C. ADVERTISEMENT AND AWARD OF CONTRACT

The City shall advertise for construction bids or obtain price quotes, and at the sole discretion of the City award the contract to the lowest responsible bidder.

D. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The City shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items. The District retains the right to be on-site within District property and to make recommendations to the City.

E. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

The District's estimated costs are set forth in Table 1 of this section and are broken down into two categories which are: 1) Construction; and 2) Design Engineering/Construction Engineering/Contract Administration.

1. Construction

Construction costs shall be the cost to construct the Project. The District agrees to pay 100% of the cost of the portions of the Project located on District property. A statement of estimated quantities, plus 10% contingencies, and cost splits for the District Improvement portion of the Project are attached hereto as Exhibit B. The District shall pay to the City its share of the total construction cost of the mid-block crossing work as shown in Exhibit B and set forth in Table 1 of this section, as per procedures outlines in Section F ("Payment") of this agreement.

2. Design Engineering/Construction Engineering/Contract Administration

Design engineering costs shall include professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Construction engineering/contract administration costs shall include construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. The City has retained a consulting engineering firm Bolton & Menk to provide the foregoing services. The City has established a cost of design engineering, construction engineering, and contract administration for the mid-block crossing improvements at Settlers Ridge Parkway as not to exceed \$255,767, of which the District shall pay its proportional share of such costs to the City as set forth in Table 1.

Table 1

ITEM	TOTAL COST	DISTRICT COST
Construction	\$201,391	\$29,199
Design Engineering/ Construction Engineering/Contract Administration	\$54,376	\$7,884
TOTAL ESTIMATED COST	\$255,767	\$37,083

The costs and shares attributable to the District and payable to the City as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section F below shall be done at the end of the Project. Actual District costs and shares are based on the following:

- Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes.
- Design engineering costs to be paid by the District shall be based on actual costs incurred by the City for design of the District Improvements
- Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.

F. PAYMENT

1. Construction and Construction Engineering/Contract Administration

- After the City has awarded the construction contract, the City shall update Exhibit B to conform the Exhibit to the amounts in the awarded bid and shall invoice to the District for payment an amount equal to 80 percent of the District's estimated construction and construction engineering/contract administration cost based on the updated Exhibit B.

- b. Upon substantial completion of the work the City shall submit to the District a final invoice and final reconciliation of costs. The reconciliation will add or subtract contract amendments to the District's Project components, adjustments for liquidated damages pursuant to Section H, and previous Project cost payments made by the District to the City.
2. The costs set forth in Table 1 for design engineering, construction, construction engineering/contract administration shall be separate line items on the invoice and paid by the District on a reimbursable basis.
3. In the event that the District paid more in advance than the actual cost of the District's portion of the Project, the City shall refund without interest the amount to the District.
4. The District shall pay 100 percent of an invoice amount within thirty (30) days of receipt. Any overdue amounts shall incur interest at a rate of six percent (6.0%) per year.

G. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section E of this Agreement.

H. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the District's construction engineering/contract administration costs as determined in Section E. No adjustment to construction costs will be made to the District's portion of the project in the event of liquidated damages.

I. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of District-owned property.

J. CONSENT TO ENTER

The District does hereby consent to allowing the City and its duly authorized contractors, consultants, and agents to enter upon the following described property from April 1, 2025 to December 31, 2025, for the purpose of grading, trail construction, and restoration as necessary as part of the Project:

Along, into, and upon those portions of the District's property at Liberty Ridge Elementary School, 11395 Eagle View Blvd., Woodbury, MN 55129 (P.I.D. 13.028.21.31.0002) as shown and depicted as the Project construction limits identified in **Exhibit A**.

1. It is specifically understood and agreed that the District has not and will not receive any additional consideration for the above-described right to enter onto its private property for purposes of constructing the Project. The District specifically reserves the right to make all claims necessary for damages which may be incurred as a result of the construction.
2. The District expressly waive any claims of trespass which it may otherwise have over and across the property above described by the City of Woodbury, and its agents, contractors, consultants, and employees. The City will restore the District's property disturbed in conjunction with the Project to as good or better condition upon completion of its project.
3. The parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, agree as follows:

- i. District's Covenants

Authorization of temporary easement and consent to enter within the construction limits shown in Exhibit A for the purpose of grading, trail construction, and restoration according to the Project.

ii. City Covenants

City will provide minimum 48-hour notice to District prior to start of work.

City agrees to coordinate contractor access to minimize disturbance and use the private property as described in 1.b. of District's Covenants.

Landscaping items disturbed or damaged by construction access will be replaced at District's cost.

All turf areas disturbed during construction will be graded to existing grades, restored with topsoil and sod.

City's Contractor is expected to provide a 30-day turf warranty period from the date of placement.

A 1-year warranty will be provided for settlement under turf on private property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

L. LIABILITY AND WORKERS COMPENSATION

The District and City shall each maintain appropriate levels of insurance coverage to cover their own respective liability for negligent acts, omissions, and/or worker's compensation claims that relate to the activities undertaken for the Project.

It is hereby understood and agreed that any and all employees of the City and all other persons contracted by the City in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the District and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City contractors while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the District.

It is hereby understood and agreed that any and all employees of the District and all other persons employed by the District in the performance or oversight of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said District employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the District against any and all liability, loss, damages, costs and expenses which the District may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The District agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the District, its agents, officers or employees during the performance of this agreement.

3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

N. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

O. TERM

This Agreement shall remain in full force and effect until final completion of the Project. The warranties, representations and obligations set forth in Sections L, M, and N shall survive the termination of this Agreement.

P. COUNTERPARTS

This Agreement may be executed in counterparts.

Q. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

Independent School District #833

CITY OF WOODBURY

Chair _____ Date
School Board _____

Mayor _____ Date

District Superintendent _____ Date

City Administrator _____ Date

Approved as to form:

Approved as to form:

Assistant District Attorney _____ Date

/s/ Kevin S. Sandstrom 9/16/2023
City Attorney _____ Date

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