

**AGREEMENT REGARDING INSTALLATION  
AND MAINTENANCE OF CROSSWALKS**

**THIS AGREEMENT** made the 16<sup>th</sup> day of October, 2015, by and between the City of College Place, Washington, a Non-Charter Code City Organized Under the Provisions of Title 35A of the Revised Code of Washington (hereinafter “the City”) and Walla Walla University, a Washington State Non-Profit Corporation (hereinafter “the University”); **WITNESSETH:**

**WHEREAS**, the City is in the process of reconstructing College Avenue, an arterial street within the territorial limits of the City; and

**WHEREAS**, a portion College Avenue abuts the University campus; and

**WHEREAS**, the City has engaged Scout Lake Construction, Inc., of Selah, Washington (hereinafter “Scout Lake”), as its contractor to handle the aforesaid reconstruction of College Avenue; and

**WHEREAS**, the University has requested certain changes to the reconstruction plans pertaining to certain crosswalks and related items that are the subject of the City’s contract with Scout Lake; and

**WHEREAS**, the City is willing to accede to these changes on certain conditions contained herein;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree as follows:

1. **CROSSWALKS.** The crosswalks affected by this agreement are as follow:

(a) 4 crosswalks at College Avenue/4th Street Intersection

(b) 4 crosswalks at College Avenue/Whitman Drive Intersection

(c) 2 crosswalks at College Avenue/3rd Street Intersection

(d) Two mid-block crossings between 3rd Street and Whitman Drive at the Hawk pedestrian signal crossing locations.

These crosswalks are depicted in Sheet Nos. CP-109, CP-110, CP-111, CP-112, CP-501, CS-101-3, CS-601-3, CS-604-3, CS-101-4, CS-601-4 and CS-604-4, revised design drawings prepared by the City’s Design Engineer, Keller Associates, Meridian, Idaho (hereinafter “Keller”), copies of which are attached hereto. These drawings included the

changes that the University has requested as well as prior design work done by Keller, now a part of the City's contract with Scout Lake.

**2. UNIVERSITY TO REIMBURSE THE CITY.** In return for and as consideration for the requested changes to crosswalks and related items the University agrees to reimburse the City for:

- (a) All costs associated with the installation of the crosswalks as shown on the attached plans including any subsequent change orders, and
- (b) The net increase in cost of the changes to the original Scout Lake contract as necessary to implement the upgraded pedestrian lighting system shown on the attached drawings.
- (c) Costs shall be paid upon completion for each respective improvement (i.e. crosswalks and pedestrian lighting upgrades) within 90-days of notice by the City.

**3. UNIVERSITY'S MAINTENANCE OBLIGATIONS.** In return for and as further consideration for the requested changes to crosswalks and related items the University agrees to:

- (a) Repair and/or replace at University expense all defective concrete elements of crosswalks at the City's request or as deemed necessary by the University.
- (b) Repair any damage to the crosswalks to include damage related to installation of City utilities and snow and ice removal activities.
- (c) Repairs shall be performed within 20 working days of discovery except as otherwise approved by the City. In the event the City deems the University unresponsive, the City shall have the option to perform the repair with the University to reimburse the City for the cost of repair.
- (d) Provide traffic control, at University expense, to be approved in advance by the City, which is MUTCD (Manual of Uniform Traffic Control Devices) compliant.
- (e) Provide traffic control for an adequate time, to be determined by the City, for any concrete repairs to cure to a point where they can bear full vehicle traffic (H-20 loading) without damage.
- (f) Obtain a Right-of-Way permit from the City prior to performing any of the foregoing work.
- (g) Any repairs and replacements shall meet ADA (Americans with Disabilities Act) standards current at the time of the repair or replacement.

(h) Maintain and upgrade crosswalks as necessary to meet ADA standards.

In the event the University fails to fulfill its maintenance obligations under this agreement then the City may elect to assume responsibility for such activities in which case the University shall promptly reimburse the City for its expenses, including both labor and materials, in connection therewith. Alternatively, should the City elect not to assume responsibility for such activities, then the City shall so advise the University and the University shall pay the City for the City's costs to remove and replace the crosswalk improvements with standard road sections meeting the provisions of the City's Street Cut Restoration Act, Ordinance 1100 and Resolution No. 859, as amended from time to time, and the University's maintenance obligations under this agreement shall cease.

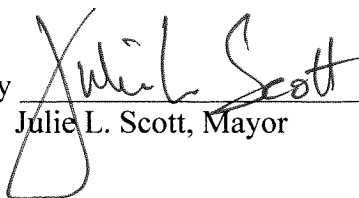
**4. INDEMNIFICATION.** The University hereby agrees to indemnify and hold the City, its officers, agents and employees harmless from and against any and all losses, damages, injuries, actions and lawsuits arising directly or indirectly out of the performance of this agreement by the University, its officers, agents and employees. The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

**5. UNIVERSITY'S RIGHT TO TERMINATE AGREEMENT.** In the event the University wishes to terminate the agreement, the crosswalk improvements shall, at the City's election, be removed and replaced with a standard road repair meeting the conditions of the City's Street Cut Restoration Act, Ordinance 1100 and Resolution No. 859, as amended from time to time, and the University shall reimburse the City for the its costs with regard thereto.

**6. INTEGRATION.** This agreement contains the entire agreement of the parties with respect to the subject matter covered or mentioned herein and no other prior agreements shall be effective to the contrary.

**7. SEVERABILITY.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

**THE CITY OF COLLEGE PLACE**

By  \_\_\_\_\_  
Julie L. Scott, Mayor

Attest:

 \_\_\_\_\_  
Sarah Killgore, City Clerk

WALLA WALLA UNIVERSITY

By Steven G. Rose  
Name: Steven G. Rose  
Title: VP Financial Administration

WALLA WALLA  
UNIVERSITY SEAL:

STATE OF WASHINGTON )

ss.

County of Walla Walla )

On this 16 day of October, 2015, before me personally appeared Steven G. Rose, to me known to be the VP Financial Administration of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed above is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Marianne F. Goltz  
Notary Public in and for the State of  
Washington, residing at Walla Walla