

Amendment to Agreement Titled "Decorative Fountain Interagency Agreement #2-04 City of Portland Bureau of Water Works (now know as Portland Water Bureau) and the Bureau of Parks & Recreation"

Amend to add the following:

"Bill Naito Legacy Fountain" in Waterfront Park, between Naito Parkway and the Willamette River and the Burnside Bridge and SW Ash Street. The Bill Naito Legacy Fountain includes two interactive water features within the park, the upper and lower plaza fountains. The upper plaza is the interactive fountain area under the canopy and the lower plaza is the pooling area to the south. The Bill Naito Legacy Fountain will be operated on a year-round, 24/7 basis with the exception of any period of time in which the fountain areas are leased to Portland Saturday Market or other park users and events, or when system must be shutdown for freeze or high wind protection. The upper fountain will be shut down on Friday evenings and re-started on Monday mornings during Portland Saturday Market periods of operation.

Limits of maintenance for Water Bureau: Water Bureau agrees to maintain the wetted surfaces of the fountains, excluding items listed under *Limits of maintenance for Parks and Recreation*. The limits of maintenance for the wetted surfaces of the fountains are defined as the rectangular upper plaza interactive water feature and the semicircular lower plaza pool generally encircled by perimeter trench drain. Water Bureau agrees to pay for all water, sewer, data and electrical charges for the fountain. Water Bureau responsibilities include:

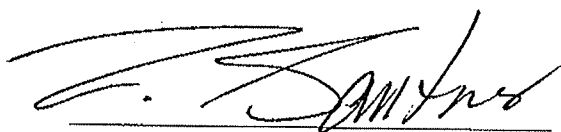
1. Water service.
2. Water meter.
3. Backflow device.
4. Water reservoirs and debris tank.
5. Water feature vaults and hatch access lids and perimeter trench drain at lids.
6. Mechanical and electrical equipment, including piping, valves, pumps
7. Vault ventilation system, including vent outlets.
8. Vault and reservoir drains and associated pumps.
9. Basket strainers and filters.
10. Water feature controls and programming.
11. Chemical dosing and water quality monitoring.
12. CO2 system, including fill access point.
13. Wind/temperature sensor unit.
14. Above-grade emergency shut off.
15. Water feature jets and nozzles.
16. Debris inside the perimeter trench drain for the upper fountain plaza.
17. Sewer and storm drains that serve the fountain.
18. F-Electrical service.
19. Water feature maintenance, cleaning, graffiti removal, and repair from vandalism.
20. Health and safety advisory signs.

Water Bureau agrees to restore any areas disturbed due to maintenance work to a condition equal to the pre-work condition.

Limits of maintenance for Parks & Recreation: Parks Bureau agrees to maintain all other structures and amenities within the fountain plazas. This includes the repair and replacement of the pavers within the wetted area of the fountain, leaves and debris on top of the trench drain grates/covers, the trench drain grates/covers, fountain lighting system (L1 dot lights), fountain interlock pedestal electrical service and associated electrical charges, and the water feature jet nozzle can covers. Parks agrees to pay the Bureau of Environmental Services fees for the "virtual" discharge meter for sewer charges for disposing of the well water used for wash down of the plazas. Parks agrees to clean the wetted surfaces and clear debris from the plazas after usage by Portland Saturday Market or other groups and park activities prior to re-start on Monday mornings.

Confirmation of Responsibilities: The responsibility for trench drain cleaning will be revisited after six and twelve months of fountain operation to determine the impact of licensed Park users to the upper fountain plaza, as this responsibility may be turned over to Parks.

End of Amendment



Zari Santner
Director
Portland Parks and Recreation

Date:

7/20/10



David Shaff
Administrator Water Bureau

Date:

07.29.2010

Amendment to Agreement Titled "Decorative Fountain Interagency Agreement #2-04 City of Portland Bureau of Water Works (now know as Portland Water Bureau) and the Bureau of Parks and Recreation".

Amend to add the following:

Teachers Fountain at Director Park located at the southwest corner of SW Park Avenue and SW Yamhill Street.

Limits of Maintenance for Water Bureau: Water Bureau agrees to maintain the wetted surface of the fountain; all components listed in the Interagency Agreement, necessary for the proper functioning of the fountain; and fountain drain lines to their connection with the existing sanitary sewer.

The wetted surface of the fountain is defined as the interior edges of; the curved wooden benches edging the fountain and the storm drain grates extending from the curved benches to the lowest riser on the granite steps at the south west corner of the fountain. This includes the curved area drains at the base of the curved benches.

Water Bureau agrees to pay for all water, sewer, data and electrical charges to the fountain.

Limits of Maintenance for the Bureau of Parks and Recreation: Parks agrees to maintain the curved wooden benches that edge the fountain, the electrical outlets and lighting contained in the bench structure.

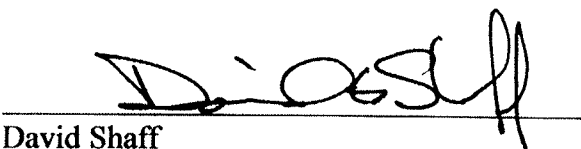
Control Room Access: Both Bureaus will have access to the control room.

End of Amendment



Zari Santner
Director
Portland Parks and Recreation

Date: 12/15/10



David Shaff
Administrator Water Bureau

Date: 01.05.2011