




APPENDIX D

PRE-DEMOLITION ASBESTOS TESTING

  CCB # 64090	 Since 1987	23622 Highway 99E Harrisburg, Oregon 97446 541.995.6008-T/995-1015-F david@atezinc.com shane.heflin@atezinc.com
A VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		
Report Date- 02/25/2026 Inspection Date- 02/13/2026	PRE-DEMOLITION ASBESTOS BULK SAMPLE ANALYSIS SUMMARY	Job No: 260128 SYNOPSIS
SAMPLE NUMBER COLORS RED=ASBESTOS BLACK=NO ASBESTOS BLUE=TRACE ASBESTOS Asbestos Survey Report Rule OAR 340-248-0270(3) (d)	City of Aumsville 595 Main Street, Aumsville Oregon 97325 503.507.47427 / metzel@aumsville.us Attention: Mr. Matt Etzel Pole Barn #3 and Pole Barn # 5 955 Olney Street SE, Aumsville Oregon 97325	Samples Taken: 02 Samples Analyzed: 02 Positive: 00 Trace: 00 Inspector-Shane Heflin 541.321.3028 Cert: IRO-25-6567B

Summary of Asbestos-Containing Materials		
Material	Extent	Sample Number
<i>All sampled materials tested negative for asbestos</i>		

Summary of Non-Asbestos Containing Materials		
Material	Material Extent	Representative Samples
Vapor Barrier	Beneath Tin Roofs on both Barn #3 & Barn #5	AB01; AB02
<i>*Trace denotes asbestos at 1% or less in the material. DEQ & LRAPA do not regulate trace material but OSHA does</i>		

Bulk Sample Inventory Pole Barn #3 and Pole Barn # 5 955 Olney Street SE, Aumsville Oregon 97325		
Sample Number	Material Description / Extent	Laboratory Results
AB01CA021326	Pole Barn #3 / <i>Gold Face over Black Tar-like Vapor Barrier beneath Tin Roof</i>	No Asbestos Detected
AB02CA021326	Pole Barn #5 / <i>Tan Face over Black Tar-like Vapor Barrier beneath Tin Roof</i>	No Asbestos Detected
End of Report		

NOTE: This is not a bidding document

Building Description: Pole Barn #3 960-SF & Pole Barn #5 1,860-SF; metal roofs, lumber, concrete & gravel pads

Survey Purpose: Demolition; the above materials were the only suspect materials observed during the inspection

Limitations:
Limited demolition was performed to identify material that may be concealed above ceilings, within walls or below floors
It is not feasible to sample every inch of every structure and suspect materials may not all be found with a practical amount of sampling. ATEZ samples to the Industry Standard in this area
If materials are encountered during disturbance that are not represented in this report please contact us

Disclaimer:
This Work has been conducted in an objective and unbiased manner, in accordance with generally accepted professional practices for this type of Work. ATEZ, Inc. believes the data and analysis to be accurate and relevant, but cannot accept responsibility for the accuracy or completeness of available documentation or possible withholding of information of other parties

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SBR EQUIPMENT PROCUREMENT CONTRACT
SBR EQUIPMENT PROCUREMENT CONTRACT CHANGE ORDERS
SBR EQUIPMENT PROCUREMENT CONTRACT PREVIOUS PAYMENTS
SBR EQUIPMENT PROCUREMENT CONTRACT SUBMITTALS
SBR EQUIPMENT PROCUREMENT CONTRACT PROPOSAL

CITY OF AUMSVILLE

**Project Manual:
SPECIFICATIONS AND CONTRACT DOCUMENTS**

For

**AUMSVILLE WASTEWATER TREATMENT PLANT
IMPROVEMENTS**



RENEWS: 12/31/27

JO 2599.3220.0

May 2026

WESTECH ENGINEERING, INC.
3841 Fairview Industrial Dr. SE. ~ Suite 100
Salem, OR 97302-1192
(503) 585-2474

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WASTEWATER TREATMENT PLANT IMPROVEMENTS**

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APPENDIX E

AUMSVILLE WASTEWATER TREATMENT PLANT SEQUENCING BATCH REACTOR (SBR) EQUIPMENT PROCUREMENT CONTRACT

SBR EQUIPMENT PROCUREMENT CONTRACT

CITY OF AUMSVILLE, OREGON

REQUEST FOR PROPOSALS

for purchase of

SEQUENCING BATCH REACTOR EQUIPMENT AND DISSOLVED AIR FLOATATION EQUIPMENT FOR THE AUMSVILLE WASTEWATER TREATMENT PLANT IMPROVEMENTS



Prepared for

City of Aumsville
595 Main Street
Aumsville, OR 97325

Prepared By

Westech Engineering, Inc.
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302
(503) 585-2474

NOTICE OF AWARD

TO: Xylem Water Solutions USA, Inc.
N19 W23993 Ridgeview Pkwy STE 200
Waukesha, WI 53188

RE: Aumsville Wastewater Treatment Plant
Sequencing Batch Reactor Equipment
JO 2599.3220.0

The Owner represented by the undersigned has considered the Proposal dated December 12, 2024, submitted by you for the above-described work.

It appearing that it is to the best interest of said Owner to accept your Proposal in the amount of **One Million Six-Hundred Seventy-Three Thousand One-Hundred Fifty-Two dollars and no cents (\$1,673,152.00)**.

You are hereby notified that your Proposal has been accepted for items:

**Aumsville Wastewater Treatment Plant
Sequencing Batch Reactor Equipment**

You are required by this Notice and Instructions to Bidders to execute the formal contract with the undersigned Owner and to furnish all required bonds (*including Payment, Performance and other bonds as required*), as well as evidence of insurance coverage as set forth in the general and supplemental conditions of the contract documents, within fifteen (15) calendar days from the date on this Notice (*ie. date it was sent to you*).

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated March 24, 2025.

City of Aumsville, Owner

Christopher J. Brugato, P.E.
Project Manager

cc:



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Xylem Water Solutions USA, Inc. Sanitaire Products 310 Waters St SE Washington, DC 20003	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Each of the insurance policies referenced above provides that should such policy be cancelled by the insurer before the expiration date thereof for any reason other than nonpayment of premium, the insuring company will endeavor to mail 30 days written notice thereof to the certificate holder (except 10 days for non-payment of premium), but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2024 forms a part of

Policy No. CA 313-57-27 issued to XYLEM INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THE TERMS AND CONDITIONS OF ANY CONTRACT OR AGREEMENT INTO WHICH YOU HAVE ENTERED.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: 313-57-27

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: XYLEM INC.

Endorsement Effective Date: 10/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED TO PROVIDE A WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 36-094-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/31/2024 forms a part of Policy No. WC 014-11-1904

Issued to XYLEM INC.

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

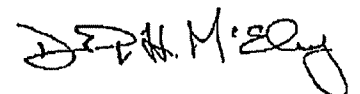
- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Countersigned by _____



Authorized Representative

**THE CITY OF AUMSVILLE
SBR AND DAF EQUIPMENT PROCUREMENT**

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