

AMENDED AND RESTATED CONTRACT

between Maryville Public Library and Roth Environmental Consultants, Inc.

for the

A. Asbestos and lead testing related to the removal and restoration of 24 original 1912 wood openings at Maryville Public Library building located at 509 North Main Street in Maryville, MO. This project includes all work, material, and labor listed below and in the attached quote dated March 5, 2025, Roth Environmental Consultants, Inc. at the cost of \$2,575

B. [AMENDMENT 1]: Air monitoring and project oversight to include oversight of asbestos and lead paint management activities related to the restoration of these wood openings as detailed in the attached Request For Proposals dated May 14, 2025 (Attachment A) at the cost of \$650 per visit and \$75 per air sample.

THIS AGREEMENT, made and entered into this 15th day of March, 2025, and amended May 13, 2025 by and between the Maryville Public Library, party of the first part, and hereinafter termed the "Owner", and Roth Environmental Consultants, Inc., party of the second part, hereinafter termed in this Agreement as "Roth Environmental",

NOW, THEREFORE,

WITNESSETH that the parties do by these presents, in consideration of the mutual agreements herein contained, the Owner for itself and its successors, and Roth Environmental for itself, and its successors, hereby agree, as follows:

ARTICLE I. That Roth Environmental will furnish at his own cost and expense all labor, tools, equipment and materials required, and construct and complete in a good, first class and workmanlike manner, the work as designated, described and required by the specifications outlined by the Owner and written within Roth Environmental's proposal:

A final report for asbestos and lead paint testing provided by Roth Environmental shall include

- A general description of the structure, the areas inspected (including any areas that were not accessible) and the date of the inspection. Areas inspected should include all 24 original 1912 openings to include 7 story-height arched windows along the west façade, 7 square windows on the north and south elevations combined, two door frames with decorative moulding, and 10 recessed basement windows.
- The location of each homogeneous material known or assumed to contain asbestos.

- If an assessment of homogeneous material is performed, the condition of each homogeneous material known or assumed to contain asbestos and is it a regulated material.
- The quantities of known or assumed ACM in square, linear or cubic feet.
- The laboratory data including the name of the lab accredited by the National Institute of Science and Technology, and in good standing with the American Industrial Hygiene Association for asbestos bulk analysis. Report should include laboratory results and analyst's signature.
- A list of recommendation specifications in order of priority to be included in bid materials related to the removal and restoration of the 24 wood openings mentioned above.
- The inspector's signature and a signed and dated copy of their asbestos inspector certificate as provided by the department.

Upon satisfactory and full completion of all **initial testing** work to be performed under this agreement, the Owner will pay Roth Environmental, in current funds, for the total work performed, subject to additions and deductions as provided for and approved by the Maryville Public Library Board of Trustees and/or Library Director, the sum of: **\$2,575.00.**

Note: This amount does not include \$250.00 contingency amount for unexpected costs which will be kept by the Owner in the event this balance is required for changes to the projects scope. Such contingency amount will not be paid to the contractor unless the Owner authorizes Roth Environmental in writing to perform additional work not covered by the agreement, and then only to the extent necessary to pay for such additional work.

ARTICLE II. [AMENDMENT 2]: Related to the confirmation of lead-paint, and the April 4, 2025 report identifying asbestos in the window sealant putty, Air Monitoring and Project Oversight performed by Roth Environmental shall include the following responsibilities:

- Inclusion of the Owner named as "additional insured" for its interest on Comprehensive General Liability Insurance listed in Article IV.
- One pre-construction meeting onsite with the selected Window Contractor for the purpose of finalizing a Health and Safety Plan between June 17 and June 21, 2025.
- Asbestos air monitoring on both floors of the Maryville Public Library to include areas in the west lobby and conference rooms, south staff areas, basement kitchen, community room, west storage area, and north storage area. A minimum of three days of air sampling on the areas listed above is to be performed to include A.) One

day of Pre-Construction Baseline testing; B:) 1-2 days of Construction testing to be scheduled on a day during which asbestos-containing material is at highest risk of being disturbed. C:) Clearance testing within three business days after the completion of all construction, cleanup, and a final visual inspection by the Owner. Air monitoring must be performed by an Air Monitoring Technician licensed and certified by the Missouri Department of Natural Resources for asbestos air sampling.

- Project oversight must include confirmation of onsite work practices described in the Owner-Approved Health and Safety Work Plan including but not limited to required signage, isolation and encapsulation of asbestos-containing materials, HEPA-filtration and air quality control, lead and asbestos-safe work methods, handling and disposal of ACM and debris, STOP WORK procedures for discovery of additional materials suspected to contain asbestos, and any other control measures related to this project recommended to ensure the health and safety of workers and visitors.
- Work methods and air monitoring associated with this project must conform to all regulations and relevant guidelines set by OSHA, MoDNR, and the EPA.
- Cost effectiveness: Project meetings, inspections, and air monitoring should be coordinated to minimize the number of mobilizations required by all contractors. Project management visits and air testing beyond five total visits and/or 20 total air samples during the duration of this project, must be pre-approved by the Library Director or a designated Trustee.
- Written reports to include records of all inspections and reinspections with documentation recording visual confirmation of all control methods listed in the Health and Safety Work Plan; all air sampling and laboratory reports, and any reports related to incidents and potential fiber release. Reports must include names, qualifications, and signatures of all inspectors, and names and certifications of all air sampling technicians.

ARTICLE III. The CONTRACTOR will commence work as directed and will complete all initial testing work covered by this AGREEMENT by April 4, 2025. [AMENDMENT 3]; All air monitoring and project oversight duties, including submission of final reports, must be completed within four (4) calendar days of onsite construction completion by the Window Contractor in order to provide for safe reoccupancy. Onsite construction completion will be determined by the Owner after a visual inspection of all onsite work by the Window Contractor. Should Roth Environmental fail to complete these responsibilities within four days of the construction end date, then for each additional day taken by Roth

Environmental to perform such work, Roth Environmental may be subject to a liquidated damage penalty until the day upon which the work has been completed to the satisfaction of the Owner. The amount of liquidated damages for this contract shall be One hundred dollars (\$100) per calendar day.

Upon satisfactory and full completion of all air monitoring, project oversight, and reporting work to be performed under this agreement, the Owner will pay Roth Environmental, in current funds, for the total work performed, the amount subject to additions and deductions as provided for and approved by the Maryville Public Library Board of Trustees and/or Library Director, the sum of: **\$650 per visit and \$75 per air sample.**

ARTICLE IV. The CONTRACTOR shall furnish and maintain during the life of this Agreement adequate Public Liability and Property Damage Insurance to protect the OWNER, CONTRACTOR, and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death and from claims for property damages which may arise from operations under this Contract, whether such operations be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Said Public Liability and Property Damage Insurance shall provide for a minimum coverage of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.000) aggregate. Said policy shall require written notice be received by the Library not less than thirty (30) days prior to the lapse, cancellation, termination or removal of coverage.

ARTICLE V. Roth Environmental agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Library) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Roth Environmental's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Roth Environmental is legally liable.

The Library agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONTRACTOR, its officers, directors, employees and subcontractors (collectively, CONTRACTOR), against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Library's negligent acts in connection with the Project. Neither the Owner nor Roth Environmental shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE VI. WORKERS COMPENSATION INSURANCE. Roth Environmental shall secure and maintain during the life of this Contract, Workers Compensation Insurance for all of its

employees or the employees of subcontractor employed at the site of the Project
[AMENDMENT 4] to include \$1,000,000 Each Accident; \$1,000,000 Disease, Per Employee.

ARTICLE VII. GUARANTEE. Roth Environmental shall guarantee that all materials, equipment and workmanship of all work under this Contract shall be free from any defects. Any problems arising from defects in materials, equipment or workmanship shall be completely remedied by Roth Environmental at no additional costs to the Owner and to the Owner's satisfaction.

ARTICLE IX. CONTRACTOR'S DEFAULT. If Roth Environmental shall in any manner neglect or fail to prosecute the work with reasonable diligence, or shall neglect or fail to perform any agreement herein on its part to be performed, it shall be lawful for the Owner, by written notice to direct Roth Environmental to proceed with such work and to perform such agreement. If Roth Environmental shall fail to do so accordingly, the Owner may employ another firm or person to complete the work comprehended under this Contract.

IN WITNESS WHEREOF, the Owner has caused this amended contract dated May 15 to be executed, and Roth Environmental has executed this contract in the prescribed form and manner, with all amendments related to Air Monitoring and Project Oversight for the Restoration or Replication of Historic 1912 Windows, Door Moulding, and Trim.

In all other respects, the terms of the original contract will remain in effect. If there is a conflict between these amendments and the original contract, the terms of these amendments will prevail.

Maryville Public Library _____
Party of the First Part (OWNER)

ATTEST:

(Title)

By _____

President, Library Board of Trustees
(Title)

Party of the Second Part (CONTRACTOR)

ATTEST:

(Title)

By _____

(Title)