

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**FOURTH AMENDMENT TO  
MASTER AGREEMENT FOR CONTINGENCY RESTORATION SERVICES FOR  
EMERGENCY DISASTERS FOR FORT BEND COUNTY  
RFP 19-015**

THIS FOURTH AMENDMENT is made and entered into is entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Blackmon Mooring of Texas. Inc., (hereinafter “Contractor”) a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor executed the MASTER AGREEMENT FOR CONTINGENCY RESTORATION SERVICES FOR EMERGENCY DISASTERS FOR FORT BEND COUNTY RFP 19-015 on or about JUNE 11, 2019, and as amended on or about April 7, 2020, and as again amended on or about March 9, 2021, and last amended on or about March 22, 2022 (collectively the “Agreement”), which is incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed. Terms and conditions shall remain the same.
- B. The Time of Performance under the Agreement shall terminate on March 31, 2024.
- C. The Parties agree that for Services provided during the 2023-2024 service year, that the total not to exceed amount shall be one million dollars and no/100 (\$1,000,000.00) in accordance with the pricing set forth in the Time and Materials Rate Schedule attached hereto as Exhibit “A”.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- F. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.
  - 1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - 2. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing

of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.

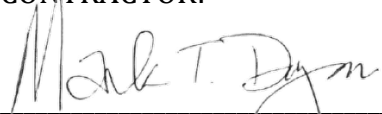
G. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

CONTRACTOR:

\_\_\_\_\_  
KP George  
County Judge

  
\_\_\_\_\_  
Signature

Mark T. Dugan - Vice President  
Printed Name and Title

\_\_\_\_\_  
Date

3/27/2023  
\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

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Exhibit A: Time and Materials Rate Schedule

# EXHIBIT A

Time and Materials Rate Schedule

## PRICING

### 3.1. PRICING

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

|      |  |         |         |
|------|--|---------|---------|
| 32.1 | Structural Cleaning and Restoration:                     | \$ 1.60 | sq. ft. |
| 32.2 | Contents Cleaning  | \$ 2.49 | sq. ft. |
| 32.3 | Structure and Content Drying:                            | \$ 2.00 | sq. ft. |
| 32.4 | Building Deodorization:                                  | \$ 0.18 | cu. ft. |
| 32.5 | Water Extraction:  | \$ 0.43 | sq. ft. |
| 32.6 | HVAC Decontamination and Air Duct Cleaning:              | \$ 0.45 | sq. ft. |
| 32.7 | All Other General/Non-Construction Restoration Services: | \$ 3.99 | sq. ft. |

## Time and Materials Rate Schedule

### I. Labor

#### A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

| CLASSIFICATION                                       | HOURLY RATE |
|--|-------------|
| General Cleaning Laborer                             | 38.00       |
| Construction Labor                                   | 52.00       |
| Management Fee                                       | 3.50        |
| Clerical   | 53.00       |
| General Restoration Supervisor                       | 70.00       |
| Dehumidification Supervisor/ Tech                    | 80.00       |
| Document Recovery Tech                               | 75.00       |
| Document Specialist                                  | 70.00       |
| Remediation Supervisor / Technician                  | 75.00       |
| Resource Coordinator                                 | 70.00       |
| Project Accountant                                   | 70.00       |
| Electronics Restoration Supervisor / Technician      | 60.00       |
| Industrial Corrosion Control Supervisor / Technician | 55.00       |
| Carpenter  | 75.00       |
| Framer   | 75.00       |
| Painter / Drywaller                                  | 75.00       |
| Roofing Laborer                                      | 75.00       |
| Roofer   | 90.00       |
| Assistant Project Manager                            | 85.00       |
| Project Manager                                      | 100.00      |
| Project Director                                     | 105.00      |
| Health and Safety Officer                            | 100.00      |
| Project Consultant                                   | 140.00      |
| Project Coordinator                                  | 140.00      |
| Technical Consultants / Engineers                    | Cost + 30%  |

#### B. Other Labor Provisions

- 1 These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
- 2 Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
- 3 Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
- 4 The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
- 5 Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
- 6 During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
- 7 Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
- 8 In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

**II. Equipment Rental**

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory, specifically purchased by BMS Cat or supplied by a subcontractor).

| <b>CLASSIFICATION</b>                               | <b>RATE</b> |
|---|-------------|
| Air Compressor, < 10 gal                            | \$ 32.00    |
| Air Compressor - Large                              | 85.00       |
| Air Mover / Carpet Dryer                            | 32.00       |
| Axial Fan   | 35.00       |
| Blasting Unit - Soda                                | 600.00      |
| Dehumidification Unit - Dri-Tech - or equivalent    | 165.00      |
| Dehumidification Unit - Phoenix 200 - or equivalent | 190.00      |
| Dehumidification Unit - Phoenix 300 - or equivalent | 210.00      |
| Edge Guard, linear foot                             | 3.40        |
| EDP - Tool Set                                      | 24.00       |
| EDP - Instrument Drying Oven                        | 140.00      |
| EDP - High Pressure Sprayer                         | 50.00       |
| Electric Load Panel-3 gang box/3-20 amp 120V GFCI   | 50.00       |
| Extraction Unit - LRU                               | 425.00      |
| Fall Protection                                     | 30.00       |
| Fans - Industrial                                   | 85.00       |
| Flanders Filter 24*24                               | 25.00       |
| Foamer  | 100.00      |
| Fogger - Spray Mist                                 | 30.00       |
| Fogger - Thermo-Gen                                 | 100.00      |
| Furnace - Portable                                  | 72.00       |
| Generator - Less than 10 kW                         | 140.00      |
| HEPA Air Filtration Unit - 2000 CFM                 | 120.00      |
| HEPA Air Filtration Unit - 1000 CFM                 | 95.00       |
| HVAC - Air Tool Kit                                 | 31.00       |
| HVAC - Cutting / Spray Kit                          | 31.00       |
| HVAC - Duct Auger                                   | 98.00       |
| HVAC - Duct Sweeper                                 | 98.00       |
| Hydroxol Generator Boss                             | 200.00      |
| Hydroxol Generator Boss XL3                         | 220.00      |
| Hygrothermograph - Recording                        | 24.00       |
| Injectidry Unit                                     | 130.00      |
| Interceptor / Flood Pumper                          | 135.00      |
| Lights - Quartz Demolition                          | 22.00       |
| Micromanometer                                      | 20.00       |
| Micromanometer - Recording                          | 85.00       |
| Moisture Meter - Penetrating or Non-Penetrating     | 26.00       |
| Moisture - Thermal Camera                           | 140.00      |
| Negative Air Machine                                | 120.00      |

| CLASSIFICATION                     | RATE      |
|------------------------------------|-----------|
| Ozone Generator - Model 330        | \$ 120.00 |
| Ozone Generator - Model 630        | 160.00    |
| Ozone Generator - Model OG-EA      | 25.00     |
| Pump - Sump                        | 52.00     |
| Radio - Personnel Communication    | 20.00     |
| Respirator - Full Face             | 15.00     |
| Respirator - Half Face             | 10.00     |
| Saw - Cut Off                      | 78.00     |
| Saw - Kett                         | 35.00     |
| Sprayer - Commercial Airless       | 180.00    |
| Spot Cooler- 1 ton                 | 150.00    |
| Steamatic Extraction System        | 250.00    |
| Steamatic TMU Extraction System    | 450.00    |
| Thermohygrometer                   | 24.00     |
| Trailer - Flatbed, Cargo, Reefer   | 187.00    |
| Truck - Box (inclusive of mileage) | 250.00    |
| Ultrasonic Decontamination Vat     | 80.00     |
| Vacuum - Commercial Canister       | 25.00     |
| Vacuum - EDP Anti-Static           | 75.00     |
| Vacuum - HEPA                      | 85.00     |
| Vacuum - Upright                   | 18.00     |
| Van - Cargo / Passenger            | 125.00    |
| Vehicle - Passenger/Pickup         | 93.00     |
| Washer - High Pressure             | 90.00     |
| Washer - High Pressure - Hot       | 150.00    |
| X-Ray Cleaning System              | 450.00    |

**B. Other Equipment Rental Rate Provisions**

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

**C. Small Tools**

Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - \* - represents a proprietary BMS Cat product

A. Material Rates

| CLASSIFICATION                                      | RATE      | uom      |
|---|-----------|----------|
| Anti-Microbial Sealer                               | \$ 102.00 | / gallon |
| Adhesive Remover                                    | 11.00     | / can    |
| Alcohol - Isopropyl                                 | 24.00     | / gallon |
| Applicators - 6" Cotton                             | 22.50     | / m      |
| Biocides/Disinfectants                              | 55.00     | / gallon |
| Bleach  | 6.88      | / gallon |
| Box - Book  | 2.75      | / each   |
| Box - Dish  | 5.75      | / each   |
| Box - Freeze Dry                                    | 3.50      | / each   |
| Brush, Grout  | 4.75      | / each   |
| Brush, Scrub, Long Handle.                          | 10.75     | / each   |
| Brush, Wire   | 8.13      | / each   |
| Carpet Deodorizer*                                  | 18.75     | / gallon |
| Carpet Mask   | 106.25    | / roll   |
| Cartridge - N-95                                    | 37.00     | / box    |
| Cartridge - Respirator                              | 15.63     | / each   |
| Coil Cleaner* or equivalent                         | 25.00     | / gallon |
| Cotton Cleaning Cloths                              | 8.95      | / lb     |
| Desudser  | 45.00     | / gallon |
| Dry Solvent Stain Remover* or equivalent            | 44.00     | / gallon |
| EDP - Corrosion Control Lubricant #1* or equivalent | 52.00     | / gallon |
| EDP - Corrosion Control Lubricant #2* or equivalent | 48.00     | / gallon |
| Emulsifier - Powder* or equivalent                  | 7.50      | / lb     |
| Emulsifier - Liquid* or equivalent                  | 28.13     | / gallon |
| Exxpert Formula 828 Concentrate* or equivalent      | 39.00     | / gallon |
| Filter - Carbon                                     | 49.75     | / each   |
| Filter - HEPA for Air Filtration Unit               | 295.00    | / each   |
| Filter - HEPA for Vacuum                            | 215.00    | / each   |
| Filter - Primary                                    | 3.10      | / each   |
| Filter - Secondary                                  | 8.25      | / each   |
| Filter - Dehumidification                           | 6.60      | / each   |
| Furniture Blocks                                    | 90.00     | / box    |
| Furniture Pads                                      | 100.00    | / box    |
| Furniture Polish                                    | 10.00     | / can    |
| Furring Strips - 1x2                                | 2.90      | / each   |
| Furring Strips - 2x2                                | 4.20      | / each   |
| Glass Cleaner* or equivalent                        | 12.75     | / gallon |
| Gloves - Cotton                                     | 2.15      | / pair   |
| Gloves - Latex                                      | 2.15      | / pair   |
| Gloves - Leather                                    | 3.75      | / pair   |
| Gloves - Nimble Finger (N-Dex)                      | 1.25      | / pair   |
| Goggles   | 5.25      | / each   |
| Grid Clips  | 4.50      | / each   |
| HEPA Vac Bonnets                                    | 14.50     | / each   |
| Inventory Tags                                      | 80.00     | / box    |
| Lemon Oil   | 52.50     | / gallon |
| Lin-Aire Liquid Spray Concentrate* or equivalent    | 72.00     | / gallon |
| Lin-Aire Absorption Gel* or equivalent              | 14.00     | / lb.    |
| Lin-Set D-1* or equivalent                          | 74.00     | / gallon |
| Lin-Set Duct Seal* or equivalent                    | 75.00     | / gallon |
| Lumber - 2x4  | 1.02      | / lf     |
| Lumber - 2x6  | 1.13      | / lf     |

| CLASSIFICATION                                    | RATE     | uom         |
|---|----------|-------------|
| Mask - N95  | \$ 35.00 | / box       |
| Mask - Particulate                                | 26.00    | / box       |
| Mats - Sticky, Wak-off                            | 75.00    | / case      |
| Metal Flashing                                    | 54.00    | / roll      |
| Mop Heads   | 9.00     | / each      |
| Odromatic* or equivalent                          | 57.00    | / gallon    |
| Painters Plastic .75 mil                          | 39.00    | / roll      |
| Paper - Corrugated                                | 112.50   | / roll      |
| Paper - Craft                                     | 75.00    | / roll      |
| Pigmented Sealer                                  | 42.50    | / gallon    |
| Plywood OSB, up to 1/2"                           | 55.63    | / each      |
| Plywood OSB, up to 5/8" - 3/4"                    | 69.50    | / each      |
| Polishing Pads                                    | 38.00    | / box of 20 |
| Polyester Filter Material                         | 85.00    | / roll      |
| Polyethylene Bags - 3-6 mil                       | 125.00   | / roll      |
| Poly. Sheeting (8'x200' roll)(2-4 mil)            | 77.50    | / roll      |
| Poly. Sheeting (20'x100' roll)(4 mil)             | 90.00    | / roll      |
| Poly. Sheeting (20'x100' roll)(6 mil)             | 124.00   | / roll      |
| Poly. Sheeting (20'x100' roll)(3-6 mil)-fire ret. | 148.75   | / roll      |
| Pump - Barrel Syphon                              | 14.50    | / each      |
| Reodorant* or equivalent                          | 88.00    | / gallon    |
| Restoration Sponge                                | 2.50     | / each      |
| Roof Felt - 15 lb.                                | 35.00    | / roll      |
| Roof Felt - 30 lb.                                | 43.50    | / roll      |
| Roofing Cement, Black Tar                         | 25.00    | / gallon    |
| Safety Glasses                                    | 6.00     | / each      |
| Shrink Wrap                                       | 59.00    | / roll      |
| Spray Adhesive                                    | 6.00     | / can       |
| Spray Bottle with Trigger                         | 3.50     | / each      |
| Stainless Steel Polish                            | 15.00    | / can       |
| Suit - Tyvek                                      | 12.50    | / each      |
| Tape - Boxing                                     | 5.00     | / roll      |
| Tape - Duct                                       | 7.69     | / roll      |
| Tape - Masking                                    | 5.50     | / roll      |
| Tape - Blue Remediation                           | 10.50    | / roll      |
| Tape - Painters                                   | 13.00    | / roll      |
| Tape - Caution                                    | 16.88    | / roll      |
| Tape - HVAC, Aluminum                             | 227.50   | / roll      |
| Tarp Material                                     | 0.30     | / sq. ft.   |
| Thermo Fog Spray                                  | 81.25    | / gallon    |
| Trash Bags - Disposable                           | 32.50    | / roll      |
| Tubing - Lay Flat                                 | 345.00   | / roll      |
| Vinyl & Leather Conditioner* or equivalent        | 20.75    | / quart     |
| Vacuum Bags                                       | 5.25     | / each      |
| Wipes - Lint free, anti-static                    | 34.00    | / each      |
| Wrap- Bbble, anti-static                          | 82.00    | / roll      |
| Zippers - Containment                             | 12.25    | / each      |

**B. Other Material Rate Provisions**

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

**IV. Document Remediation**

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

**V. Dehumidification, Stabilization and Conditioned Air**

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$2.50 to \$3.25 per square foot during a 10 to 20 day timeframe

Stabilization - \$.50 per square foot per week

Conditioned Air - \$.50 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

**VI. Area Wide Catastrophic Events**

Community wide events to include hurricanes, tornadoes and regional flooding

BMS CAT shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

**VII. Reimbursables**

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.