

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:



County Judge KP George

KP George
County Judge

4.11.2023

Date

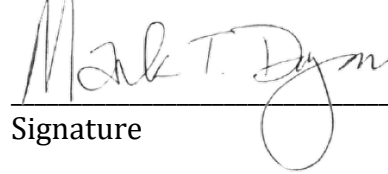
Attest:



Laura Richard, County Clerk



CONTRACTOR:



Signature

Mark T. Dugan - Vice President

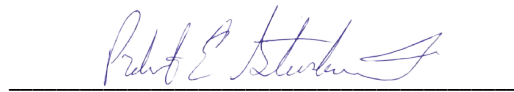
Printed Name and Title

3/27/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 25,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, County Auditor

i:\agreements\2023 agreements\purchasing\purchasing\blackmon mooring of houston (19-purch-500043-a4)\rjp 19-015 cont res serv blackmon fourth amendment (kcj - 02.07.2023) v2 03.23.2023

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).

CLASSIFICATION	RATE
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Blackmon Mooring of Texas, LLC
Houston, TX United States

Certificate Number:
2023-998195

Date Filed:
03/23/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
04/11/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19-purch-500043-A3
Contingency Restoration Services for Emergency Disasters

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)