

AMENDMENT I TO AGREEMENT

This AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 12th day of July, 2022 by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Professional Asbestos Removal Corporation, d.b.a. PARC Environmental, a California corporation, whose address is 2864 E. Dorothy Ave. Fresno, CA 93706, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 20-085, effective February 25, 2020, to provide services for asbestos and lead paint abatement, hazardous waste pickup and disposal, and removal and disposal of debris associated with homeless encampments, and emergency response services; and

WHEREAS, the COUNTY desires to amend this Agreement to include additional funding for said services; and

WHEREAS, the parties desire to amend the Agreement regarding said change and restate as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the existing COUNTY Agreement No. 20-085, Page 8, SECTION 4. – COMPENSATION, beginning with Line 8 and ending on Page 9, Line 4 be deleted and replaced in its entirety as follows:

SECTION 4. - COMPENSATION

A. SERVICES – The COUNTY shall only provide compensation and payment to CONTRACTOR for work authorized by the COUNTY. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with CONTRACTOR's respective rates provided in Attachment A. All rates listed in Attachment A are valid for the Term of this Agreement. All rates listed in Attachment A are "fully loaded," as they include all direct and indirect costs and fees or profit as well as ancillary materials not described in Attachment A. CONTRACTOR shall not undertake any services without the advance written authorization of the COUNTY. If the COUNTY requests a service not specified in Attachment A, then such services will be negotiated between

1 the COUNTY and the CONTRACTOR and shall be based on prices similar to those outlined in
2 Attachment A.

3 B. In no event shall services provided to the following departments of the COUNTY under this
4 Agreement exceed the following amounts during the potential maximum five (5) year and four (4)
5 month term: The Department of Public Works & Planning shall not exceed the sum of seven
6 hundred and fifty thousand dollars (\$750,000), the Department of Public Health shall not exceed
7 fifty thousand dollars (\$50,000), and the County Administrative Office shall not exceed four
8 hundred thousand dollars (\$400,000).

9 C. CONTRACT MAXIMUM – In no event shall the total compensation paid to CONTRACTOR during
10 the entire potential five (5) year and four (4) month term of this Agreement for Routine, Emergency
11 Response, and Callback services exceed the sum of one million two hundred thousand dollars
12 (\$1,200,000).

13 This Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
14 conditions, and promises contained in this Agreement not amended herein shall remain in full force
15 and effect. This Amendment I shall become effective August 1, 2022.

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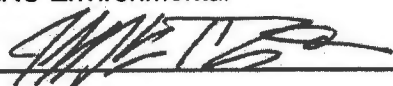
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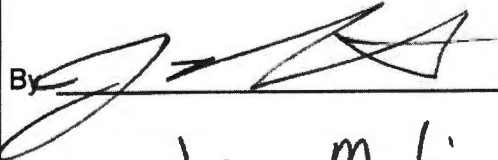
1 In WITNESS WHEREOF, the parties hereto have executed this Amendment I to
2 Agreement as of the day and year first hereinabove written.
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4 CONTRACTOR:
5 Professional Asbestos Removal Corp.
6 DbA: PARC Environmental

7 By: 

8 Print Name: JEFFREY DAVIS

9 Title: HAZMAT DIVISION MANAGER
10

11 By: 
12

13 Print Name: Jason Martina
14

15 Title: CEO
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COUNTY OF FRESNO


17 Brian Pacheco, Chairman
18 of the Board of Supervisors of the County of Fresno
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20 **ATTEST:**
21 Bernice E. Seidel
22 Clerk of the Board of Supervisors
23 County of Fresno, State of California
24

25 By: 
26 Deputy
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20 FOR ACCOUNTING USE ONLY:
21 ORG No.: 4510, 2540, 5620
22 Account No.: 7295, 7490, 7295
23 Fund/Subclass: 0010/11000, 0001/10000, 0001/10000
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