

AMENDMENT NO. 2 TO MASTER AGREEMENT NO. 23-644

This Amendment No. 2 to Master Agreement (“Master Agreement”) No. 23-644 is dated August 20, 2024 and is between each Contractor (each hereinafter referred to as “Contractor” and collectively as “Contractors”) identified in Exhibit A to the Master Agreement, and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On November 28, 2023, the County and Contractors entered into Master Agreement No. 23-644 for non-hazardous roadside waste removal services.

B. The County later identified a need to increase the maximum compensation to allow for an increased amount of waste to be removed throughout County unincorporated areas, County-owned right of way, easements, and County-maintained roads, and entered into Amendment 1 No. 24-031 on January 9, 2024.

C. The County again needs to increase the maximum compensation for said services.

D. The County and Contractors now desire to amend this Amendment to increase maximum compensation.

The parties therefore agree as follows:

1. Article 3, Section 3.2 of the Agreement, as amended by Amendment 1, located at page one (1), beginning at line 16 of Amendment 1, “Maximum Compensation”, is deleted in its entirety and replaced with the following:

“3.2 Maximum Compensation. The maximum compensation payable to all Contractors, in the aggregate, under this Amendment No. 2 to Master Agreement No. 23-644 is One Million Five Hundred Thousand Dollars (\$1,500,000) for the first term of November 28, 2023 through June 30, 2024, and One Million Five Hundred Thousand Dollars (\$1,500,000) per year for the remaining base term, commencing as of the effective date, for the entire term of the Agreement. In the event that an extension, as defined in section 4.2, “Extension”, below, of the term is granted for the first optional year, then the maximum compensation payable to all Contractors,

1 in the aggregate, under this Amendment No. 2 to Master Agreement No. 23-644
2 for the base term plus the one year extension is Six Million Dollars (\$6,000,000).
3 In the event that an extension, as defined in section 4.2, "Extension", below, of the
4 term is granted for the second optional year, then the maximum compensation
5 payable to all Contractors, in the aggregate, under this Amendment No. 2 to Master
6 Agreement No. 23-644 for the base term plus the one year and two year extensions
7 is Seven Million Five Hundred Thousand Dollars (\$7,500,000). The Contractors
8 acknowledge that the County is a local government entity, and do so with notice
9 that the County's powers are limited by the California Constitution and by State
10 law, and with notice that the Contractors may receive compensation under this
11 Agreement only for non-hazardous waste removal services performed according
12 to the terms of Master Agreement No. 23-644 and while this Agreement is in effect,
13 and subject to the maximum amount payable under this section. The Contractors
14 further acknowledge that County employees have no authority to pay Contractors
15 except as expressly provided in this Amendment No. 2 to Master Agreement No.
16 23-644."

17 2. When both parties have signed this Amendment No. 2, Master Agreement No. 23-644,
18 Amendment No. 1 24-031, and Amendment No. 2 together constitute the Agreement.

19 3. Contractors represent and warrant to the County that:

- 20 a. The Contractors are duly authorized and empowered to sign and perform their
21 obligations under this Amendment.
- 22 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
23 to do so and his or her signature on this Amendment legally binds the Contractor to
24 the terms of this Amendment.

25 4. The parties agree that this Amendment may be executed by electronic signature as
26 provided in this section.

- 27 a. An "electronic signature" means any symbol or process intended by an individual
28 signing this Amendment to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 b. Each electronic signature affixed to or attached to this Amendment is deemed
5 equivalent to a valid original handwritten signature of the person signing this
6 Amendment for all purposes, including but not limited to evidentiary proof in any
7 administrative or judicial proceeding, and (2) has the same force and effect as the valid
8 original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision 9b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied the
13 requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
14 through (5), and agrees that each other party may rely upon that representation.

15 e. This Amendment is not conditioned upon the parties conducting the transactions under
16 it by electronic means and either party may sign this Amendment with an original
17 handwritten signature.

18 5. This Amendment may be signed in counterparts, each of which is an original, and all of
19 which together constitute this Amendment.

20 6. The Master Agreement as amended by this Amendment No. 2 is ratified and continued.
21 All provisions of the Master Agreement and not amended by this Amendment No. 2 remain in full force
22 and effect.

23 7. This Amendment 2 shall become effective retroactively to June 28, 2024, upon execution
24 by all parties.


25 [SIGNATURE PAGES FOLLOW]
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective
2 Date.

3 **CONTRACTOR**

COUNTY OF FRESNO

4
5 **See Additional Signature Pages Attached**


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

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11 **ATTEST:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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14 By: 
15 Deputy

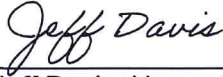
16
17 For accounting use only:

18 Org No.: 2540, 1188, 4510
19 Account No.: 7295
20 Fund No.: 0001, 085, 0010
21 Subclass No.: 10000, 17408, 11000
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

2 CONTRACTOR:

3 Professional Asbestos Removal Corporation,
4 d.b.a. PARC Environmental

5 

6 _____
7 Jeff Davis, Hazmat Division Manager

8 2864 East Dorothy Ave
9 Fresno, CA 93706

10 COUNTY OF FRESNO

11

12 _____
13 Nathan Magsig, Chairman of the
14 Board of Supervisors of the County of Fresno

15

16 Attest:
17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By: _____
21 Deputy

22

23 For accounting use only:

24 Org No.: 2540, 1188, 4510
25 Account No.: 7295
26 Fund No.: 0001, 085, 0010
27 Subclass No.: 10000, 17408, 11000
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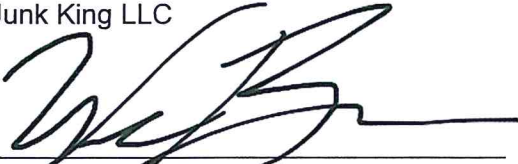
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3 CONTRACTOR:

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Junk King LLC

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Wes Burgess, Owner

7

2890 N Larkin Ave
Fresno, CA 93727

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9

10 COUNTY OF FRESNO

11

Nathan Magsig, Chairman of the
Board of Supervisors of the County of Fresno

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15

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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17

18

By: _____
Deputy

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20

21

For accounting use only:

22

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Account No.: 7295
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Subclass No.: 10000, 17408, 11000

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The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CONTRACTOR:

Those Junk Movers


Jiliberto Pimentel, Owner

742 Valencia Ave
Lemoore, CA 93245

COUNTY OF FRESNO

Nathan Magsig, Chairman of the
Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

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Subclass No.: 10000, 17408, 11000

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3 CONTRACTOR:

4 Loyalty Landscape and Hauling Services

5
6 

7 Chris Toledo, Owner

8 2957 E El Paso
9 Fresno, CA 93720

10 COUNTY OF FRESNO

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12 _____
13 Nathan Magsig, Chairman of the
Board of Supervisors of the County of Fresno

14 Attest:
15 Bernice E. Seidel
16 Clerk of the Board of Supervisors
County of Fresno, State of California

17
18 By: _____
Deputy

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1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

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3 CONTRACTOR:

4 Junk Masterz LLC

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7 Jack Fields, Owner

8 2570 S. Duke Ave
9 Fresno, CA 93727

10 COUNTY OF FRESNO

11
12 _____
13 Nathan Magsig, Chairman of the
14 Board of Supervisors of the County of Fresno

15
16 Attest:
17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By: _____
21 Deputy

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2

3 CONTRACTOR:

4 John's Demolition & Clean Up Services

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6

7 
John Flores, Owner

8

615 J Street
Mendota, CA 93640

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COUNTY OF FRESNO

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12 _____
Nathan Magsig, Chairman of the
Board of Supervisors of the County of Fresno

13

14

15 Attest:
Bernice E. Seidel
16 Clerk of the Board of Supervisors
County of Fresno, State of California

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By: _____
Deputy

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