

AMENDMENT NO. 4 TO MASTER AGREEMENT NO. 23-644

This Amendment No. 4 to Master Agreement ("Master Agreement") No. 23-644 is dated _____ 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 identified a need to increase the maximum compensation for said services and entered into Amendment 2 No. 24-459 on August 20, 2024.

D. The County again identified a need to increase the maximum compensation for said services and entered into Amendment 3 No. 25-077 on February 25, 2025.

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

F. 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 3, located at page one (1), beginning at line 20 of Amendment 3, "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. 4 to Master Agreement No. 23-644 is Two Million Seven Hundred Sixty Thousand Dollars (\$2,760,000) for the term of July 1, 2024 through June 30, 2025, and is Three Million Twelve

1 Thousand Dollars (\$3,012,000) for the term of July 1, 2025 through June 30, 2026.
2 In the event that an extension, as defined in section 4.2, "Extension", below, of the
3 term is granted for the first optional year, then the maximum compensation payable
4 to all Contractors, in the aggregate, under this Amendment No. 4 to Master
5 Agreement No. 23-644 for the base term plus the one-year extension is Eight
6 Million Seven Hundred Seventy Two Thousand Dollars (\$8,772,000). In the event
7 that an extension, as defined in section 4.2, "Extension", below, of the term is
8 granted for the second optional year, then the maximum compensation payable to
9 all Contractors, in the aggregate, under this Amendment No. 4 to Master
10 Agreement No. 23-644 for the base term plus the one year and two-year
11 extensions is Ten Million Two Hundred Seventy Two Thousand Dollars
12 (\$10,272,000). The Contractors acknowledge that the County is a local
13 government entity, and do so with notice that the County's powers are limited by
14 the California Constitution and by State law, and with notice that the Contractors
15 may receive compensation under this Agreement only for non-hazardous waste
16 removal services performed according to the terms of Master Agreement No. 23-
17 644 and while this Agreement is in effect, and subject to the maximum amount
18 payable under this section. The Contractors further acknowledge that County
19 employees have no authority to pay Contractors except as expressly provided in
20 this Amendment No. 4 to Master Agreement No. 23-644."

21 2. When both parties have signed this Amendment No. 4, Master Agreement No. 23-644,
22 Amendment 2 No. 24-459, Amendment 1 No. 24-031, Amendment 3 No. 25-077, and this Amendment
23 4 together constitute the Agreement.

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

25 a. The Contractors are duly authorized and empowered to sign and perform their
26 obligations under this Amendment.
27
28

1 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
2 to do so and his or her signature on this Amendment legally binds the Contractor to
3 the terms of this Amendment.

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

6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

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

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision 9b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).

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

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

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

6. The Master Agreement as amended by this Amendment No. 4 is ratified and continued. All provisions of the Master Agreement and not amended by this Amendment No. 4 remain in full force and effect.

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**

6 _____
Ernest Buddy Mendes, Chairman of the Board
7 of Supervisors of the County of Fresno

8
9
10 **ATTEST:**

11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

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
22
23
24
25
26
27
28

1 The parties are signing this Amendment 4 on the date stated in the introductory clause.

2
3 CONTRACTOR:

4 John's Demolition & Clean Up Services

5
6  7 4/22/25
7 John Flores, Owner

8 615 J Street
9 Mendota, CA 93640

10 COUNTY OF FRESNO

11
12 Buddy Mendes, Chairman of the
13 Board of Supervisors of the County of Fresno

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

18 By: _____
19 Deputy

20 For accounting use only:

21 Org No.: 2540, 1188, 4510
22 Account No.: 7295
23 Fund No.: 0001, 085, 0010
24 Subclass No.: 10000, 17408, 11000
25
26
27
28

1
2 The parties are signing this Amendment 4 on the date stated in the introductory clause.

3
4 CONTRACTOR:

5 Junk King LLC

6 

7 _____
8 Wes Burgess, Owner

9 5840 W. Mission Ave. #101
10 Fresno, CA 93722

11 COUNTY OF FRESNO

12
13 _____
14 Buddy Mendes, Chairman of the
15 Board of Supervisors of the County of Fresno

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
28

1 The parties are signing this Amendment 4 on the date stated in the introductory clause.

2
3 CONTRACTOR:

4 Junk Masterz LLC

5
6 
7 _____
8 Jack Fields, Owner

9
10 2570 S. Duke Ave
11 Fresno, CA 93727

12 COUNTY OF FRESNO

13
14 _____
15 Buddy Mendes, Chairman of the
16 Board of Supervisors of the County of Fresno

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

22
23 By: _____
24 Deputy

25
26 For accounting use only:

27
28 Org No.: 2540, 1188, 4510
Account No.: 7295
Fund No.: 0001, 085, 0010
Subclass No.: 10000, 17408, 11000

1 The parties are signing this Amendment 4 on the date stated in the introductory clause.

2
3 CONTRACTOR:

4 Loyalty Landscape and Hauling Services

5
6 
Chris Toledo, Owner

7
8 2957 E. El Paso
Fresno, CA 93720

9
10 COUNTY OF FRESNO

11
12 _____
Buddy Mendes, Chairman of the
13 Board of Supervisors of the County of Fresno

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

16
17 By: _____
18 Deputy

19
20 For accounting use only:

21 Org No.: 2540, 1188, 4510
Account No.: 7295
22 Fund No.: 0001, 085, 0010
23 Subclass No.: 10000, 17408, 11000

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25
26
27
28

1 The parties are signing this Amendment 4 on the date stated in the introductory clause.

2
3 CONTRACTOR:

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

6 
7 _____
8 Jeff Davis, Hazmat Division Manager

9 2864 East Dorothy Ave
10 Fresno, CA 93706

11 COUNTY OF FRESNO

12 _____
13 Buddy Mendes, Chairman of the
14 Board of Supervisors of the County of Fresno

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

19 By: _____
20 Deputy


21 For accounting use only:

22
23 Org No.: 2540, 1188, 4510
24 Account No.: 7295
25 Fund No.: 0001, 085, 0010
26 Subclass No.: 10000, 17408, 11000
27
28

1 The parties are signing this Amendment 4 on the date stated in the introductory clause.
2

3 CONTRACTOR:

4 Those Junk Movers

5 
6
7 Jiliberto Pimentel, Owner

8 742 Valencia Ave
9 Lemoore, CA 93245

10 COUNTY OF FRESNO
11

12 _____
13 Buddy Mendes, Chairman of the
14 Board of Supervisors of the County of Fresno

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

19 By: _____
20 Deputy

21 For accounting use only:
22

23 Org No.: 2540, 1188, 4510
24 Account No.: 7295
25 Fund No.: 0001, 085, 0010
26 Subclass No.: 10000, 17408, 11000
27
28