

**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:

- 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 Three Million and Twenty Thousand Dollars (\$3,020,000) for the term of July 1, 2024 through June 30, 2025, and is Three Million One Hundred

1 Twenty Thousand Dollars (\$3,120,000) for the term of July 1, 2025 through June  
2 30, 2026. In the event that an extension, as defined in section 4.2, "Extension",  
3 below, of the term is granted for the first optional year, then the maximum  
4 compensation payable to all Contractors, in the aggregate, under this Amendment  
5 No. 4 to Master Agreement No. 23-644 for the base term plus the one-year  
6 extension is Nine Million One Hundred Forty Thousand Dollars (\$9,140,000). In  
7 the event that an extension, as defined in section 4.2, "Extension", below, of the  
8 term is granted for the second optional year, then the maximum compensation  
9 payable to 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 Six Hundred Forty Thousand Dollars (\$10,640,000). The  
12 Contractors acknowledge that the County is a local government entity, and do so  
13 with notice that the County's powers are limited by the California Constitution and  
14 by State law, and with notice that the Contractors may receive compensation under  
15 this Agreement only for non-hazardous waste removal services performed  
16 according to the terms of Master Agreement No. 23-644 and while this Agreement  
17 is in effect, and subject to the maximum amount payable under this section. The  
18 Contractors further acknowledge that County employees have no authority to pay  
19 Contractors except as expressly provided in this Amendment No. 4 to Master  
20 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.  
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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

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

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3 CONTRACTOR:

4 Junk Masterz LLC

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7 \_\_\_\_\_  
8 Jack Fields, Owner

9 2570 S. Duke Ave  
10 Fresno, CA 93727  
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21 For accounting use only:

22 Org No.: 2540, 1188, 4510

23 Account No.: 7295

24 Fund No.: 0001, 085, 0010

25 Subclass No.: 10000, 17408, 11000  
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3 CONTRACTOR:

4 John's Demolition & Clean Up Services

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6 A large, stylized handwritten signature in black ink, appearing to read 'John Flores', is written over a horizontal line. The signature is slanted upwards to the right and extends across several lines of text.  
7 John Flores, Owner

8 615 J Street  
9 Mendota, CA 93640

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19  
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  
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28

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3 CONTRACTOR:

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

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7 Jeff Davis, Hazmat Division Manager

8 2864 East Dorothy Ave  
9 Fresno, CA 93706

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19  
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22 Account No.: 7295

23 Fund No.: 0001, 085, 0010

24 Subclass No.: 10000, 17408, 11000  
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3 CONTRACTOR:

4 Junk King LLC

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6 \_\_\_\_\_  
7 Wes Burgess, Owner

8 5840 W. Mission Ave. #101  
9 Fresno, CA 93722

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21  
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24 Account No.: 7295

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26 Subclass No.: 10000, 17408, 11000  
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28

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3 CONTRACTOR:


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4 Loyalty Landscape and Hauling Services

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Chris Toledo, Owner

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2957 E. El Paso  
Fresno, CA 93720

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For accounting use only:

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Org No.: 2540, 1188, 4510

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Account No.: 7295

22

Fund No.: 0001, 085, 0010

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Subclass No.: 10000, 17408, 11000

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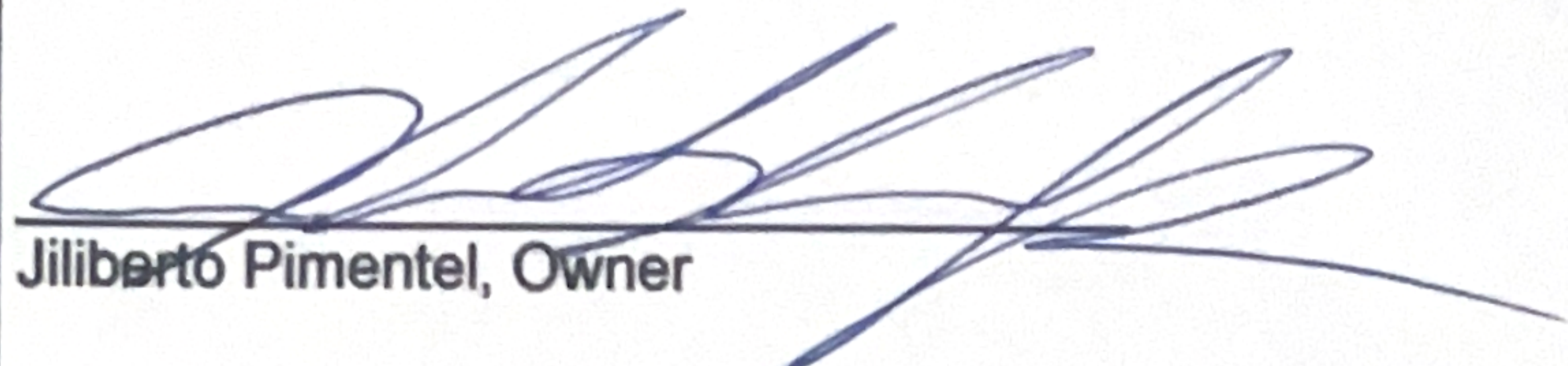
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1 The parties are signing this Amendment 4 on the date stated in the introductory clause.

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3 CONTRACTOR:

4 Those Junk Movers

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6   
7 Jiliberto Pimentel, Owner

8 742 Valencia Ave  
9 Lemoore, CA 93245  
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21 For accounting use only:

22  
23 Org No.: 2540, 1188, 4510

Account No.: 7295

24 Fund No.: 0001, 085, 0010

25 Subclass No.: 10000, 17408, 11000  
26  
27  
28