

AMENDMENT NO. 3 TO MASTER AGREEMENT NO. 23-644

This Amendment No. 3 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 needs to increase the maximum compensation for said services.

E. 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 2, located at page one (1), beginning at line 21 of Amendment 2, “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. 3 to Master Agreement No. 23-644 is Two Million Two Hundred Thirty Five Thousand Dollars (\$2,235,000) for the term of July 1, 2024 through June 30, 2025. 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, in the

1 aggregate, under this Amendment No. 3 to Master Agreement No. 23-644 for the
2 base term plus the one-year extension is Six Million Seven Hundred Thirty Five
3 Thousand Dollars (\$6,735,000). In the event that an extension, as defined in
4 section 4.2, "Extension", below, of the term is granted for the second optional year,
5 then the maximum compensation payable to all Contractors, in the aggregate,
6 under this Amendment No. 3 to Master Agreement No. 23-644 for the base term
7 plus the one year and two-year extensions is Eight Million Two Hundred Thirty Five
8 Thousand Dollars (\$8,235,000). The Contractors acknowledge that the County is
9 a local government entity, and do so with notice that the County's powers are
10 limited by the California Constitution and by State law, and with notice that the
11 Contractors may receive compensation under this Agreement only for non-
12 hazardous waste removal services performed according to the terms of Master
13 Agreement No. 23-644 and while this Agreement is in effect, and subject to the
14 maximum amount payable under this section. The Contractors further
15 acknowledge that County employees have no authority to pay Contractors except
16 as expressly provided in this Amendment No. 3 to Master Agreement No. 23-644."

17 2. When both parties have signed this Amendment No. 3, Master Agreement No. 23-644,
18 Amendment 2 No. 24-459, Amendment 1 No. 24-031, and this Amendment 3 together constitute the
19 Agreement.

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

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

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

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- 1 a. An “electronic signature” means any symbol or process intended by an individual
2 signing this Amendment to represent their signature, including but not limited to (1) a
3 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
4 electronically scanned and transmitted (for example by PDF document) version of an
5 original handwritten signature.
- 6 b. Each electronic signature affixed to or attached to this Amendment is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment for all purposes, including but not limited to evidentiary proof in any
9 administrative or judicial proceeding, and (2) has the same force and effect as the valid
10 original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision 9b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied the
15 requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment is not conditioned upon the parties conducting the transactions under
18 it by electronic means and either party may sign this Amendment with an original
19 handwritten signature.

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

22 6. The Master Agreement as amended by this Amendment No. 3 is ratified and continued.
23 All provisions of the Master Agreement and not amended by this Amendment No. 3 remain in full force
24 and effect.

25
26 [SIGNATURE PAGES FOLLOW]
27
28

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

9
10
11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: _____
16 Deputy

17 For accounting use only:

18 Org No.: 2540, 1188, 4510
19 Account No.: 7295
20 Fund No.: 0001, 0085, 0010
21 Subclass No.: 10000, 17408, 11000

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1 The parties are signing this Amendment 3 on the date stated in the introductory clause.

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CONTRACTOR:

John's Demolition & Clean Up Services



John Flores, Owner

615 J Street
Mendota, CA 93640

COUNTY OF FRESNO

Buddy Mendes, 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

For accounting use only:

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CONTRACTOR:

Junk King LLC



Wes Burgess, Owner

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

COUNTY OF FRESNO

Buddy Mendes, 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: _____
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3 CONTRACTOR:

4 Junk Masterz LLC

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7 
Jack Fields, Owner

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9 2570 S. Duke Ave
Fresno, CA 93727

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11 COUNTY OF FRESNO

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Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

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

18

19 By: _____
Deputy

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21

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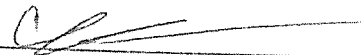
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CONTRACTOR:

Loyalty Landscape and Hauling Services

 2-10-2025
Chris Toledo, Owner

2957 E. El Paso
Fresno, CA 93720

COUNTY OF FRESNO

Buddy Mendes, 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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3 CONTRACTOR:

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

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8 Jeff Davis, Hazmat Division Manager

9 2864 East Dorothy Ave
10 Fresno, CA 93706

11 COUNTY OF FRESNO

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Buddy Mendes, Chairman of the
14 Board of Supervisors of the County of Fresno

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

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21 By:

Deputy

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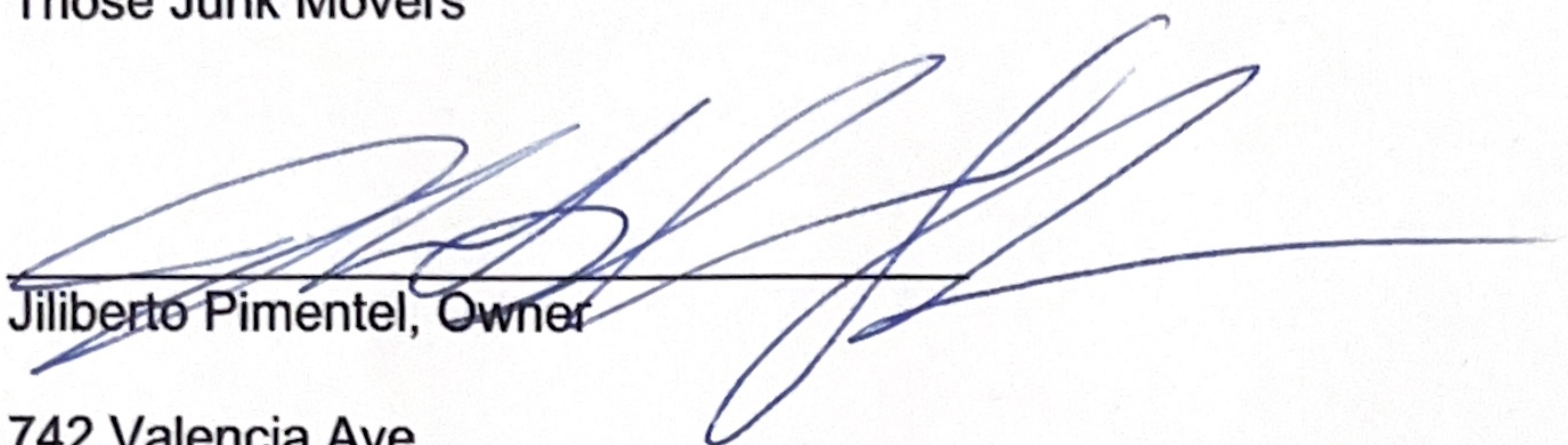
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2

3 CONTRACTOR:

4 Those Junk Movers

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7 
8 Jiliberto Pimentel, Owner

9 742 Valencia Ave
Lemoore, CA 93245

10 COUNTY OF FRESNO

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

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

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