

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[On-Call Signal and Lighting Emergency Repair Services]**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and YUNEX LLC, a Delaware limited liability company (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7017) dated August 11, 2020, which is incorporated herein by this reference (the “Original Agreement”); and

B. On September 15, 2021, City agreed to the assignment of the Original Agreement to Contractor Yunex LLC (Agreement No. 7017A); and

C. City and Contractor amended the Original Agreement to increase the compensation by a First Amendment to Professional Services Agreement (Agreement No. 7017.A.1) dated March 8, 2022, which is incorporated herein by this reference (the “First Amendment”); and

D. City and Contractor further amended the Original Agreement to extend the term and increase the compensation by a Second Amendment to Professional Services Agreement (Agreement No. 7017.A.2) dated May 24, 2023, which is incorporated herein by this reference (the “Second Amendment”); and

E. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to extend the term and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this Third Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Third Amendment.

Section 3 **Extension Term.** Section 2.1 of the Original Agreement is hereby amended to terminate on September 30, 2025.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed NINE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$950,000.00) without the prior written authorization of City.”

Section 5. **Integration.** This Third Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]


IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

YUNEX LLC, a Delaware limited liability company

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Steven Teal
Title: Director of Customer Service, US

By: _____
Daniel R. Slater, Mayor

*By: 
Printed Name: Michael Hutchens
Title: Western Operations Manager

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:**
-- *If CONTRACTOR is a corporation, the City requires the following signature(s): (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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