

**THIRD AMENDMENT
TO
CONTRACT**

**[Mechanical Services and Preventive Maintenance for HVAC Equipment
(Informal Bid No. 189-19; SP4076)]**

THIS THIRD AMENDMENT TO CONTRACT (the “Third Amendment”) is made and entered into as of _____, 2023 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and DIVERSIFIED THERMAL SERVICES, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Contract (Agreement No. AGR-6497.A) dated February 12, 2019, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor amended the Original Contract to increase the compensation by a First Amendment to Contract (Agreement No. AGR-6497.A.1) dated November 9, 2021, which is incorporated herein by this reference (“First Amendment”); and

C. City and Contractor amended the Original Contract to exercise the extension and amend the amount to include a 15% contingency by a Second Amendment to Contract (Agreement No. AGR-6497.A.2) dated June 14, 2022, which is incorporated herein by this reference (“Second Amendment”); and

D. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Contract to 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 Contract.

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

Section 3. Compensation. Article II of the Original Contract is hereby amended to increase the total not-to-exceed compensation for the services to be rendered by ONE HUNDRED FIFTY-NINE THOUSAND DOLLARS and 00/100 (\$159,000.00) and the paragraph identified by a bullet point in Article II is hereby amended in its entirety to read as follows:

“Extension Term (the “Extension”) commencing on July 1, 2022 and terminating on June 30, 2024, in an amount not to exceed FOUR HUNDRED SIXTY NINE THOUSAND SIXTY THREE DOLLARS and 00/100 (\$469,063.00).

Section 5. **Integration.** This Third Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract 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 Contract, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

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

“CONTRACTOR”

“CITY”

DIVERSIFIED THERMAL SERVICES, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Melissa M. Crosthwaite
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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