

**FIRST AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT
BETWEEN THE CITY OF UPLAND AND
BAPPTRE DBA SHINE ILLUMINATION**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into as of July 28, 2025 by and between the City of Upland, a municipal corporation organized and operating under the laws of the State of California ("City"), and Bapptre Landscaping, Inc., d/b/a Shine Illumination, a California corporation ("Consultant"). City and Consultant are hereafter individually referred to as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City and Consultant previously entered into a Professional Services Agreement dated October 24, 2023, for the provision of holiday lighting and decorations ("2023 Agreement"); and

WHEREAS, Consultant also provided services under a separate Professional Services Agreement dated December 12, 2024, for similar seasonal lighting services ("2024 Agreement"); and

WHEREAS, City desires to amend the 2024 Agreement to consolidate the scopes and administrative oversight of the 2023 Agreement and 2024 Agreement into the 2024 Agreement, as amended, in order to allow all services and remaining payments for Fiscal Year 2024–25 to be processed under the terms of the 2024 Agreement, as amended herein; and

WHEREAS, City further desires to consolidate and update Exhibit B (Schedule of Charges) and Exhibit C (Activity Schedule) of the 2023 Agreement and 2024 Agreement to reflect the inclusion of additional services and increased compensation in the amount of \$80,327.80; and

WHEREAS, City designates the Public Works Department as the managing department for all current and future services under the consolidated 2023 Agreement and 2024 Agreement, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The 2023 Agreement and the 2024 Agreement shall be deemed to be consolidated in all respects, provided that in the event of any inconsistency between the terms and provisions of each, the terms and provisions of the 2024 Agreement shall govern. As consolidated, the 2023 Agreement and the 2024 Agreement are hereafter referred to as "the Agreement."
2. Amendment to Exhibit B – Schedule of Charges
Exhibit B of the Agreement is hereby replaced in its entirety with the updated Exhibit B attached hereto and incorporated herein by reference, which reflects the additional amenities and corresponding costs. The revised Exhibit B shall now govern the services and payment terms under this Agreement.

3. Amendment to Exhibit C – Activity Schedule

Exhibit C of the Agreement is hereby replaced in its entirety with the updated Exhibit C attached hereto and incorporated herein by reference, which reflects the revised schedule of services, including installation, maintenance, and removal of additional amenities.

4. Contract Amount Increase

The total compensation under the Agreement shall be increased by \$80,327.80, resulting in a new total contract amount of \$102,327.80.

5. Consolidation of Services for Administrative Purposes

The Parties acknowledge that Consultant provided services under a separate Professional Services Agreement dated October 24, 2023, for holiday lighting and related amenities. To streamline contract administration and ensure all remaining payments for FY 2024–25 may be processed under a single agreement, the scope and terms of the 2023 Agreement shall be consolidated with the December 12, 2024, Agreement as amended herein. This consolidation is for administrative and financial continuity only and does not terminate or nullify the 2023 Agreement.

6. Managing Department

All services rendered under this Agreement, including those originally set forth in the 2023 Agreement, shall now be coordinated and managed by the Public Works Department. Consultant shall direct all scheduling, coordination, and invoicing through Public Works unless otherwise instructed by City.

7. Remaining Provisions

Except as expressly modified by this First Amendment, all terms and conditions of the 2023 Agreement and the 2024 Agreement, as consolidated, shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have approved and executed this First Amendment as of and effective the day and year first above written.

CITY:

City of Upland

CONSULTANT:

Bapptre dba Shine Illumination

By: ^{DocuSigned by:}
Michael Blay
Michael Blay,
City Manager

By: ^{DocuSigned by:}
Bruce Brenon

Its: President

Printed Name: Bruce Brenon

ATTEST:

By: ^{DocuSigned by:}
Keri Johnson
Keri Johnson,
City Clerk

By: ^{Signed by:}
Brigette Matthews

Its: Director of Operations

Printed Name: Brigette Matthews

APPROVED AS TO FORM:

By: ^{Signed by:}
Stephen Deitsch
Stephen Deitsch,
City Attorney

EXHIBIT B



Shine Illumination - SHILL
 32773 Calle Perfecto
 San Juan Capistrano
 92675
 U.S.A

Estimate



EST-002190

Bill To
City of Upland

Property Address

Estimate Date : 02 Dec 2024

Project Name : 2024 City of Upland
 Lamp Post Garland

#	Item & Description	Qty	Rate	Amount
LAMP POST GARLAND				
1	 LEASE: Garland Pre-lit with Commercial Grade LED Mini-lights, Decorated with Premium Decor Package -(80) Pieces of pre-lit, decorated garland wrapped around Installation details: - Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver	80	225.00	18,000.00
2	 Outdura Bows (80) Outdura Bows (2) Per Lamp Post	80	50.00	4,000.00
Sub Total				22,000.00
Total				\$22,000.00

**EXHIBIT B
(CONTINUED)**



Estimate

EST-001659

Shine Illumination - SHILL
 32773 Calle Perfecto
 San Juan Capistrano
 92675
 U.S.A

Bill To
 City of Upland

Estimate Date : 20 Apr 2023
 Project Name : 2023 Holiday Lighting Program (LIGHT PURCHASE)

#	Item & Description	Qty	Rate	Amount
TREE LIGHTING ON 9TH AND 2ND (PURCHASE) *These can be installed for the summer and left up for season. *Includes Removal Price prior to next years install. *PERMANENT LIGHTING				
1	COMMERCIAL GRADE MINI LIGHTS -Low Voltage -Warm White -Grey Wire -Coaxial Connection *6' spacing from the Y of the tree (approx 6' up- to stay away from pedestrians) to maximize height in the canopy -Approx 60 additional for repairs (5%)	1,350	20.96	28,296.00
2	TRANSFORMERS: 100W Transformer for low voltage Lights - 3 Per Tree Includes (4) additional for repairs NOTE: These will be able to be reused for year 2.	100	98.96	9,896.00
3	SPLITTERS FOR TOP OF PALM: (4) Per Tree - Coupling Series Includes (12) Additional for repairs NOTE: These will be able to be reused for year 2.	140	12.22	1,710.80
4	LABOR Installation of 1280 stands of lights on 32 trees along with all the transformers and extensions. Includes the use of booms for entire installation	1	19,200.00	19,200.00
SPRITZERS SUSPENDED IN TREES (LEASE) *Installed for holiday season only				
5	PURCHASE: 24" Spritzers - Pure White -(7) 24" Pure White or Warm White Spritzers per tree -Leased for the Season	224	85.00	19,040.00

**EXHIBIT B
(CONTINUED)**

#	Item & Description	Qty	Rate	Amount
GAZEBO (LEASE) *Installed for holiday season only				
6	Garland wrapped around each post down to the rail . Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver	8	300.00	2,400.00
7	Millar 24" Silver Bow on each pilaster Post	8	95.00	760.00
8	Garland around the Lower Level the Gazebo Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver	8	300.00	2,400.00
9	Garland around the upper Level the Gazebo Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver	4	300.00	1,200.00
ENTRANCE OVERHEAD STREET SIGN (LEASE) *Installed for holiday season only				
10	24" Spritzers across the the top of monument sign. Will be mounted across on mounted bar (15) Spritzers Note: Boom Required	15	95.00	1,425.00
11	(4) Garland across the front and back of the upper Upland Sign. Will have the spritzers in above (priced separately) Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver Note: Boom Required	4	350.00	1,400.00
12	(4) Garland across the front and back street sign from the post to the "S" Curve (please see rendering) Premium Garland with Warm White LED Lights Colors to be Classic Red/ Silver Note: Boom Required	4	350.00	1,400.00
13	C9 Lights on both front and back side along the lower rail and across the top of the "Historic Downtown" Sign Note: Boom Required	200	6.00	1,200.00
			Sub Total	90,327.80
			Total	90,327.80

Exhibit C

Activity Schedule

1. Permanent Lighting Installations

- **(#EST-001659) Tree Lighting on Second Avenue and 9th Street** (Permanent Lights)
 - **Items 1 through 4 of Exhibit B**
 - Initial installation: **July 2023**
 - Replacement: **July 2025 or July 2026** (depending on when permanent lights need to be replaced)

2. Seasonal Holiday Lighting & Decorations (Leased)

- **(#EST-002190) Garlands and Bows along 2nd Ave, 9th Street, and A Street**
 - **Items 1 through 2 of Exhibit B**
 - Installation: **By November 15th** each year
 - Removal: **By January 10th** each year
- **(#EST-001659) Spritzers suspended in trees, Gazebo, and 9th Street Entrance Gateway**
 - **Items 5 through 13 of Exhibit B**
 - Installation: **By November 15th** each year
 - Removal: **By January 10th** each year