

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH BAPPTRE LANDSCAPING, INC., DBA SHINE ILLUMINATION**

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of September 28, 2026 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and Bapptre Landscaping, Inc., d/b/a Shine Illumination, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated June 12, 2023, for the purpose of providing holiday lighting and decoration services (the "Original Agreement").

B. WHEREAS, the City and the Consultant subsequently entered into a separate Professional Services Agreement, dated December 12, 2024, for the provision of additional holiday lighting and related services (the "2024 Agreement"); and

C. WHEREAS, the City and the Consultant entered into Amendment No. 1, dated July 28, 2025, which consolidated the Original Agreement and the 2024 Agreement for purposes of administering the Parties' holiday lighting and related services, revised the applicable Schedule of Charges and Activity Schedule, and increased the total compensation for the consolidated services to \$102,327.80 (collectively, the "Agreement"); and

D. WHEREAS, the Parties now desire to further amend the Agreement in order to include additional holiday lighting and decoration services for the 2026 Civic Center holiday season and to increase the compensation for the performance of such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Additional Scope of Services. The scope of services under the Agreement is hereby expanded to include the additional 2026 Civic Center holiday lighting and decoration services set forth in the scope and pricing excerpt from Shine Illumination Estimate No. EST-002737, dated September 10, 2026, attached hereto as Exhibit D and incorporated herein by reference, together with the Roofline Perimeter – City Hall & Library Courtyard & Arch Layout attached hereto as Exhibit E and incorporated herein by reference.

The additional services include the lease, installation, removal, storage, and refurbishment, as applicable, of the holiday tree and custom tree base; two 60-inch pre-lit wreaths; approximately 250 linear feet of commercial-grade C9 LED lighting along seven arches; and approximately 550 linear feet of commercial-grade C9 LED roofline lighting, all as more particularly described in Exhibit D. The approximately 250 linear feet of archway lighting, 550 linear feet of roofline lighting, and general wreath placement shall be installed in the locations depicted in Exhibit E.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 2 shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00), thereby increasing the total not to exceed compensation of the Agreement, as previously amended, to the amount of One Hundred Twenty-One Thousand Eight Hundred Twenty-Seven Dollars and Eighty Cents (\$121,827.80). Work shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein by reference.

4. Full Force. Except as amended by this Amendment No. 2, all provisions of the Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

5. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH BAPPTRE LANDSCAPING, INC., DBA SHINE ILLUMINATION**

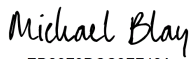
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

CITY OF UPLAND

CONSULTANT

APPROVED BY:

BAPPTRE LANDSCAPING, INC., DBA
SHINE ILLUMINATION

DocuSigned by:

ED28F9DCC3EE48A...
Michael Blay,
City Manager

DocuSigned by:

3EC7B818A03E49A...
Bruce Brenon,
President

APPROVED AS TO FORM:

Signed by:

0A98555EF8C842A...
Best Best & Krieger LLP
City Attorney

Signed by:

DE6732CB9BA244A...
Brigitte Matthews,
Secretary

EXHIBIT D

ADDITIONAL 2026 CIVIC CENTER HOLIDAY LIGHTING AND DECORATION SERVICES



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

Estimate
EST-002737

Bill To City of Upland Property Address	Estimate Date :	10 Sep 2026
	Project Name :	2026 - Civic Center Decor - 15' Tree
	Tree Trimming Schedule :	REQUIRED
	Preferred Install Date :	REQUIRED
	Requested Activation Date :	REQUIRED
	Tree Lighting Ceremony Date & Time :	REQUIRED
	Timer Hours (ON & OFF Times) :	REQUIRED
	Turn-Off Date :	REQUIRED
	Removal Date :	REQUIRED

#	Item & Description	Qty	Rate	Amount
1	 Sequoia Tree LEASE: 15' CHRISTMAS TREE - Commercial Grade, fire resistant - UV treated artificial outdoor custom 15' Sequoia Tree with LED Mini Lights - 24" SPRITZER tree topper - Warm white IP67 rated LED mini lights - Decor Package: *RED & SILVER* to match existing Shine Illumination to install, remove, store, refurbish on a yearly basis	1	12,000.00	12,000.00
2	 Miscellaneous Item LEASE: CUSTOM TREE BASE -5'x5'x4' Custom Gift Box for base of tree -Increases overall height of tree to 19' -Painted only **If client wants to add custom graphics or vinyls we can do so for an additional \$1,500**	1	2,500.00	2,500.00

#	Item & Description	Qty	Rate	Amount
3	 LEASE: 60" Wreath Pre-lit with Commercial Grade LED Mini-lights, Decorated with Premium Decor Package -(2) 60" wreath, pre-lit with commercial grade LED mini-lights, decorated with premium decor package -(1) installed at City Hall -(1) installed at Library -Decor Package: *RED & SILVER* (to match existing)	2	500.00	1,000.00
4	 LEASE: C9, Commercial Grade LED Lights (Installation & Removal) -Approx. (250 ft.) of commercial grade C9 LED Lights -Installed along interior edge of 7 Arches -Attach to metal frame using existing anchor holes -*WARM WHITE*	250	5.00	1,250.00
5	 LEASE: C9, Commercial Grade LED Lights (Installation & Removal) -(550 ft.) of commercial grade C9 LED Lights -Installed around interior Courtyard of City Hall, the top of the arches, and the Library -*WARM WHITE*	550	5.00	2,750.00
				Client needs to confirm exact location for lights, the full perimeter of both buildings and top of arches is approx. 1,320 ft. but RFQ only requested 550 ft.
			Sub Total	19,500.00
			Total	\$19,500.00

