

**Project Name/No.: Rental of a City Hall Holiday
Tree, Lighting, and Decorations**

Contract No.: 2025-088 (A1)

Project Manager: PW / K. Martinez

Approved: _____

**AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and BRIGHTLIFE DESIGNS, LLC, a California limited liability company (“Consultant”) is effective as of the 1st day of July, 2025.

RECITALS

- A. City and Consultant entered into that certain Agreement for Contractual Services dated July 16th, 2024 (“Agreement”) whereby Consultant agreed to provide the Rental of a City Hall Holiday Tree, Lighting, and Decoration services.
- B. City and Consultant now desire to amend the Agreement to add to the scope of work, extend the term of the agreement, and increase compensation for provision of an additional fiscal year (2025-2026) of services.

TERMS

- 1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) The scope of services provided in “Exhibit A” of the Agreement is amended to include the additional scope of services described in “Exhibit A-2”, attached hereto.
 - (b) Section 2.1, Contract Sum, is hereby revised and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C-2” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Six Thousand Three Hundred Fifty-Three Dollars and Fifty Cents (\$156,353.50)** for services rendered per each fiscal year, for a total contract amount not-to-exceed **Seven Hundred Fifty-Five Thousand, Three Hundred Forty-Two Dollars and Fifty Cents (\$755,342.50)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”
 - (c) Section 3.4, Term, is hereby revised and shall read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:
BRIGHTLIFE DESIGNS, LLC

By:_____

Name: Joe Castro
Title: Owner

By:_____

Name: Will Gugerty
Title: Business Development Manager

Address: 16351 Gothard Street, Ste C
Huntington Beach, CA 92647

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A-2"

SCOPE OF SERVICES

Installation & Removal:

Rental - Installation and Removal of Brightlife Designs Warm White Brown Cord Coaxial Lights on approximately Fifty-Three (53) Trees surrounding Chino City Hall. Trees vary in size from small, medium, and large. Focus areas include City Hall inner/outer lawns, Medians on Central Avenue between C Street and Chino Avenue.

Large Trees - Approximately Thirty-Six (36) Large Trees to be wrapped.
Trees will be wrapped approximately Twelve - Fifteen feet up. Some major limbs may be wrapped on applicable trees. Approximately Twelve (12) strands used per tree. Price per tree \$575.

Medium Trees - Approximately Seven (7) Medium Trees to be wrapped.
Trees will be wrapped approximately Ten - Twelve feet up. Some major limbs may be wrapped on applicable trees. Approximately Eight (8) strands used per tree. Price per tree \$425.

Small Trees - Approximately Ten (10) Small Trees to be wrapped.
Trees will be wrapped approximately Eight - Ten feet up. Some major limbs may be wrapped on applicable trees. Approximately Four (4) strands used per tree. Price per tree \$275.

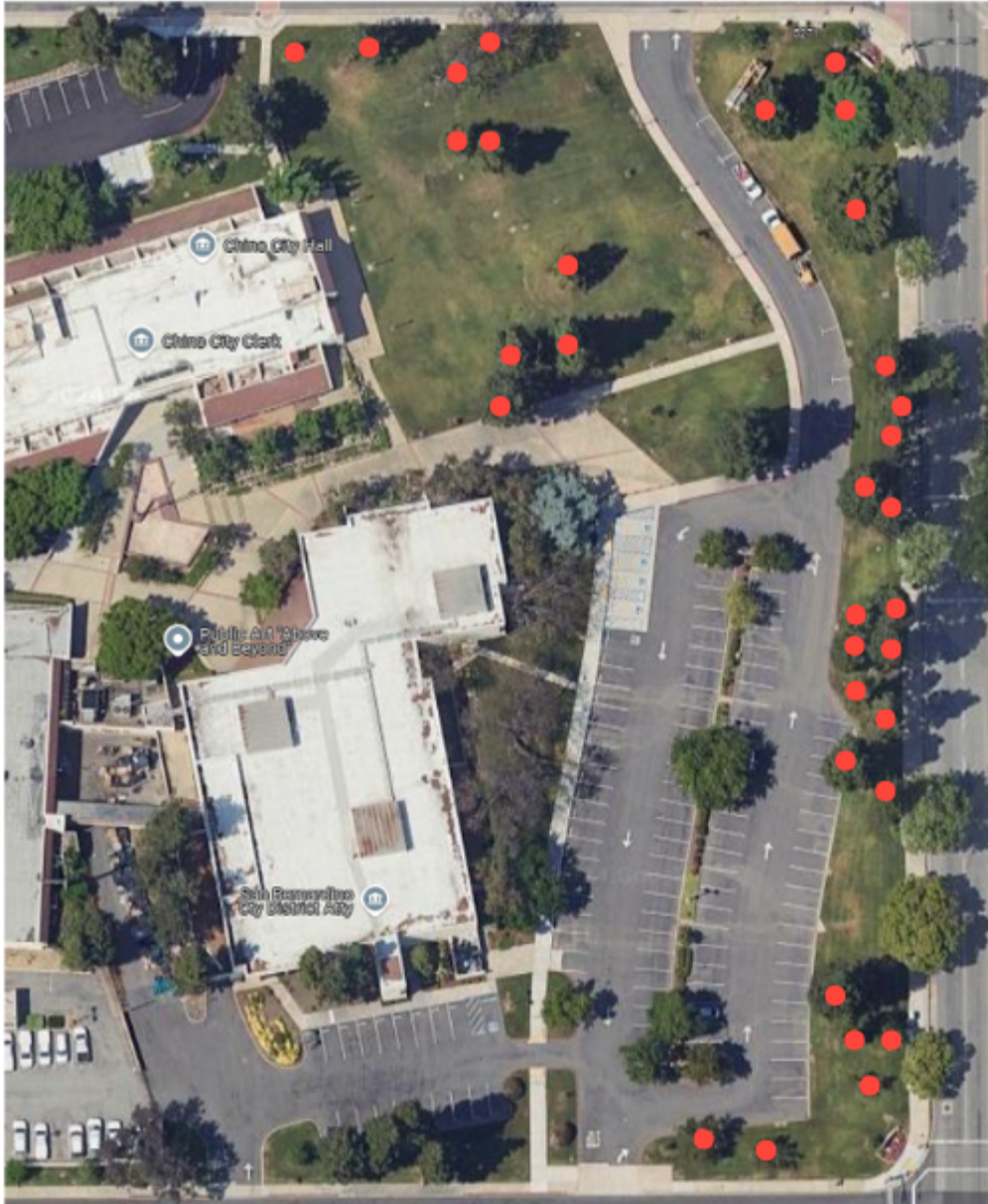


EXHIBIT “C-2”

SCHEDULE OF COMPENSATION

OPTION D – 48’ TREE RENTAL							
Ref #	Item Description	Qty.	Year 1 (FY2024-25)	Year 2 (FY2025-26)	Year 3 (FY2026-27)	Year 4 (FY2027-28)	Year 5 (FY2028-29)
1	48’ tall artificial pine-type tree installed with lighting and ornaments decorations (Gold, Silver, Red, and Green)	1	\$ 73,650.00	\$ 73,650.00	\$ 73,650.00	\$ 73,650.00	\$ 73,650.00
2	Install a 5’ pre-lit star tree topper	1	\$ 503.50	\$ 503.50	\$ 503.50	\$ 503.50	\$ 503.50
3	17’x17’ Ornament walk-through (Photo Op)	1	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
4	10’ Snowflake (Photo Op) or similar size display	1	\$ 7,850.00	\$ 7,850.00	\$ 7,850.00	\$ 7,850.00	\$ 7,850.00
5	10’ Reindeer (Photo Op) or similar size display	2	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00	\$ 19,700.00
6	8’ Stand behind photo frame (Photo Op) or similar size display	2	\$ 9,130.00	\$ 9,130.00	\$ 9,130.00	\$ 9,130.00	\$ 9,130.00
7	14 Lighted garland and bow on all City Hall lawn light poles	14	\$ 7,595.00	\$ 7,595.00	\$ 7,595.00	\$ 7,595.00	\$ 7,595.00
8	Installation & Removal of Lights to Various City Trees surrounding Chino City Hall. (Includes Large - Small Trees)	53	\$ 0.00	\$ 26,425.00	\$ 26,425.00	\$ 26,425.00	\$ 26,425.00
TOTAL 1-8			\$ 129,928.50	\$ 156,353.50	\$ 156,353.50	\$ 156,353.50	\$ 156,353.50