



**AMENDMENT NUMBER ONE
TO
REGIONAL CONTRACT AGREEMENT RCA-017-23010028
FOR
EVENT EQUIPMENT RENTAL**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Bright Event Rentals, LLC., a Limited Liability Company registered in the State of California, (hereinafter referred to as “Contractor”), with County and Contractor sometimes individually referred to as (“Party”) or collectively referred to as (“Parties”).

RECITALS

WHEREAS, the Parties executed Contract RCA-017-23010028, effective January 23, 2023 through January 22, 2028, for Diesel Fuel Services (hereinafter “Contract”); and

WHEREAS, both Parties now desire to amend the Attachment B, Contractor’s Pricing to clarify the pricing structure; and

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. Attachment B “Contractor’s Pricing,” has been revised and attached hereto and incorporated herein by this reference.
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

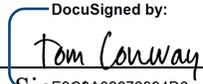
CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

BRIGHT EVENT RENTALS. LLC., * a Limited Liability Company registered in the State of California

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Tom Conway	CFO
Print Name	Title
<small>DocuSigned by:</small> 	1/30/2023
<small>Signature</small>	Date

Print Name	Title
Signature	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

COUNTY OF ORANGE, a political subdivision of the State of California

Robert Esparza	Deputy Purchasing Agent
Print Name	Title
<small>DocuSigned by:</small> 	1/30/2023
<small>Signature</small>	Date

ATTACHMENT B**PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a firm-fixed fee Contract between County and Contractor to provide Event Equipment Rental as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- II. PRICING:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Equipment Rental for Events:

NO.	DESCRIPTION	UNIT	QTY	ITEM PRICE
TRUSS FRAME SHADE STRUCTURE (VARIOUS SIZES)				
1.	Truss Frame Shade Structure, per square foot	Per Square Foot	1	\$ 15.78
2.	Truss Frame Shade Structure, sample size: 83' x 63'	Per Day/ Per Event	1	\$ 11,475
TENT WITH FRAME (VARIOUS SIZES)				
3.	Tent with Frame, per square foot	Per Square Foot	1	\$ 1.44
4.	Tent with Frame, sample size: 30M x 60M x 4M	Per Day/ Per Event	1	\$ 54,442.92
TENT				
5.	Tent, size: 30'x20'	Per Day/ Per Event	1	\$ 861.75
6.	Tent, size: 10'x10'x8'	Per Day/ Per Event	1	\$ 175.00
7.	Tent, size: 20'x20'x8'	Per Day/ Per Event	1	\$ 574.50
SIDEWALLS				
8.	Sidewall, size: 8'x10'	Per Day/ Per Event	1	\$ 86.50
9.	Sidewall with Mesh, size: 8'x10'	Per Day/ Per Event	1	\$ 108.00
FLOORING				
10.	Plywood subfloor, per square foot (Duradeck will not be an acceptable substitution for Plywood.)	Per Square Foot	1	\$ 2.75
11.	Tarp	Per Square Foot	1	\$ 0.43

No.	DESCRIPTION	UNIT	QTY	ITEM PRICE
12.	Visqueen	Per Square Foot	1	\$ 0.43
POWER (EQUIVALENT MAY BE ACCEPTABLE AND MUST BE LISTED)				
13.	Quiet Generator (56kw)	Per Day/ Per Event	1	\$ 3,550
14.	250 AMP Studio Quiet Generator	Per Day/ Per Event	1	\$ 2,200
15.	1200 Studio Quiet Generator	Per Day/ Per Event	1	\$ 5,550
16.	Portable Power Distribution Box: *20 amp	Per Day/ Per Event	1	\$ 180.00
17.	Portable Power Distribution Box: *30 amp	Per Day/ Per Event	1	\$ 250.00
HOT AND COLD SINKS				
18.	*Triple hot and cold sinks	Per Day/ Per Event	1	\$ 803.00
19.	Potable Water Tanks, with a min. of 25 gallons.	Per Day/ Per Event	1	\$ 803.00
20.	Potable Water Truck, with a min. of 2000 gallons.	Per Day/ Per Event	1	\$ 2,200.00
CHAIRS				
21.	Samsonite Folding White (equal is acceptable and must be listed)	Each	1	\$ 3.10
22.	Chairs, Wood Folding Delivery, Set Up, Take Down	Each	1	\$ 5.00
23.	Chairs, Wood Folding Delivery, Set Up, Take Down/ Per Day	Each	1	\$0.00/ Included in Delivery
24.	Chairs, White Plastic Folding	Each	1	\$ 3.10
25.	Chairs, Wood Folding Delivery, Set Up, Take Down	Each	1	\$ 5.00
26.	Chairs, Wood Folding Delivery, Set Up, Take Down	Each	1	\$ 5.00
27.	Chairs, Set Up/ Take Down/ Each	Each	1	\$0.00/ Included in Delivery
28.	Chairs, Delivery Fee Monday-Friday, 7am-4pm	Each	1	\$0.00/ Included in Delivery
29.	Chairs, Delivery Fee Saturday-Sunday, 7am-4pm	Each	1	\$0.00/ Included in Delivery
30.	Table Cloth, 6' X 30"	Each	1	\$ 26.25

No.	DESCRIPTION	UNIT	QTY	ITEM PRICE
31.	Table Cloth 8' X 30"	Each	1	\$ 29.50
TABLES (VARIOUS SIZES)				
32.	Banquet Table, size: 6' x 30"	Each	1	\$ 15.00
33.	Banquet Table, size: 8' x 30"	Each	1	\$ 15.00
34.	Round Table, size: 60"	Each	1	\$ 17.25
35.	Round Table, size: 36"	Each	1	\$ 16.25
36.	Tables Folding, Monday-Friday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
37.	Tables Folding, Saturday-Sunday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
LIGHTS				
38.	Pole with Triple Black Light	Each	1	\$ 170.75
39.	Par 38 Light	Each	1	\$ 46.75
SIGNS				
40.	Emergency Exit (Plastic)	Per Day/ Per Event	1	\$ 11.25
41.	No Smoking	Per Day/ Per Event	1	\$ 15.50
42.	Beware Electrical Hazard	Per Day/ Per Event	1	\$ 15.50
EMERGENCY ITEMS				
43.	Door Exit, Slider 10'	Per Day/ Per Event	1	\$ 26.75
44.	Fire Extinguisher, bracket 5lbs. ABC	Per Day/ Per Event	1	\$ 41.50
45.	Barricade, Bicycle 7' (for example: 60' x 100' area)	Per Day/ Per Event	1	\$ 33.25
CANOPIES				
46.	Canopies, 10' X 10'	Per Day/ Per Event	1	\$ 175.00
47.	Canopies, 15' X 15'	Per Day/ Per Event	1	\$ 354.75
48.	Canopies, 20' X 20'	Per Day/ Per Event	1	\$ 574.50
49.	Canopies, 20' X 30'	Per Day/ Per Event	1	\$ 861.75
50.	Canopies, 20' X 40'	Per Day/ Per Event	1	\$ 1,149.00
51.	Canopies, 20' X 50'	Per Day/ Per Event	1	\$ 1,436.50
52.	Canopies, 20' X 60'	Per Day/ Per Event	1	\$ 1,723.75

No.	DESCRIPTION	UNIT	QTY	ITEM PRICE
53.	Canopies, Monday-Friday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
54.	Canopies, Saturday-Sunday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
55.	Canopies, 10' X 10'	Per Day/ Per Event	1	\$ 175.00
56.	Canopies, 15' X 15'	Per Day/ Per Event	1	\$ 354.75
57.	Canopies, 20' X 20'	Per Day/ Per Event	1	\$ 574.50
58.	Canopies, 20' X 30'	Per Day/ Per Event	1	\$ 861.75
59.	Canopies, 20' X 40'	Per Day/ Per Event	1	\$ 1,149.00
60.	Canopies, 20' X 50'	Per Day/ Per Event	1	\$ 1,436.50
61.	Canopies, 20' X 60'	Per Day/ Per Event	1	\$ 1,723.75
STAGING				
62.	Staging 4' X 8' Sections Per Day	Per Day/ Per Event	1	\$ 136.50
63.	Staging 4' X 4' Sections Per Day	Per Day/ Per Event	1	\$ 68.25
64.	Stage Ramp	Per Day/ Per Event	1	\$ 162.75
65.	Stage Rails	Per Day/ Per Event	1	\$45.75
66.	Stage Steps	Per Day/ Per Event	1	\$ 121.75
67.	Staging, Monday-Friday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
68.	Staging, Saturday-Sunday Delivery, Set Up, Take Down 7am-4pm	Each	1	\$0.00/ Included in Delivery
MISCELLANEOUS LIKE ITEMS				
69.	Water Barrel, 8 Gallon	Per Day/ Per Event	1	\$ 68.75
70.	Coffee Urn,	Per Day/ Per Event	1	\$ 127.00
71.	Old Fashion Lights	Each	1	\$ 170.75
72.	Popcorn Pooper with Cart	Each	1	\$ 223.00
73.	Propane Gas Light	Each	1	\$ 208.00
74.	Propane, Gas Heater	Each	1	\$ 166.25

No.	DESCRIPTION	UNIT	QTY	ITEM PRICE
75.	Astroturf Per Square Foot	Per Square Foot	1	\$ 1.30
76.	8' Market Umbrella	Per Day/ Per Event	1	\$ 124.75
77.	PA System, Companion, Cable, Microphone	Each	1	\$ 858.50

DELIVERY/PICK UP FEE			
CITY		STANDARD	AFTER HOURS SAME DAY SERVICES
		8AM-5PM	5PM-8AM
78.	Aliso Viejo	\$ 185.00	\$ 685.00
79.	Anaheim	\$ 185.00	\$ 685.00
80.	Brea	\$ 185.00	\$ 685.00
81.	Buena Park	\$ 185.00	\$ 685.00
82.	Costa Mesa	\$ 185.00	\$ 685.00
83.	Cypress	\$ 185.00	\$ 685.00
84.	Dana Point	\$ 185.00	\$ 685.00
85.	Fountain Valley	\$ 185.00	\$ 685.00
86.	Fullerton	\$ 185.00	\$ 685.00
87.	Garden Grove	\$ 185.00	\$ 685.00
88.	Huntington Beach	\$ 185.00	\$ 685.00
89.	Irvine	\$ 185.00	\$ 685.00
90.	Laguna Beach	\$ 185.00	\$ 685.00
91.	Laguna Hills	\$ 185.00	\$ 685.00
92.	Laguna Woods	\$ 185.00	\$ 685.00
93.	La Habra	\$ 185.00	\$ 685.00
94.	Lake Forest	\$ 185.00	\$ 685.00
95.	La Palma	\$ 185.00	\$ 685.00
96.	Los Alamitos	\$ 185.00	\$ 685.00
97.	Mission Viejo	\$ 185.00	\$ 685.00
98.	Newport Beach	\$ 185.00	\$ 685.00
99.	Orange	\$ 185.00	\$ 685.00
100.	Placentia	\$ 185.00	\$ 685.00
101.	Rancho Santa Margarita	\$ 185.00	\$ 685.00
102.	San Clemente	\$ 185.00	\$ 685.00
103.	San Juan Capistrano	\$ 185.00	\$ 685.00
104.	Santa Ana	\$ 185.00	\$ 685.00
105.	Seal Beach	\$ 185.00	\$ 685.00
106.	Stanton	\$ 185.00	\$ 685.00
107.	Tustin	\$ 185.00	\$ 685.00
108.	Villa Park	\$ 185.00	\$ 685.00
109.	Westminster	\$ 185.00	\$ 685.00
110.	Yorba Linda	\$ 185.00	\$ 685.00

B. **MISCELLANEOUS EQUIPMENT:** Miscellaneous items may be obtained at County's request and cannot **exceed \$10,000** per line item, including tax. Contractor shall provide a written quote and obtain authorized County approval.

III. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. **PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VII. **PAYMENT – INVOICING INSTRUCTIONS:** Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable

L. Total

Contractor shall issue and send invoices according to each Department Subordinate Agreement instructions/requirements of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

ELECTRONIC FUNDS TRANSFER (EFT): County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA