

CONTRACT MODIFICATION NO. 1
230006-HM WOODLAWN CEMETERY LANDSCAPE MAINTENANCE

THIS MODIFICATION NO. 1 is being entered into, effective as of _____, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Par-3 Landscape & Maintenance, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Nevada, having its principal office located at 4610 Wynn Road, Las Vegas, Nevada 89103

The purpose of this Modification is to increase annual funding due to an increase of Scope of Work and Services.

The Contract between the City and the Company dated September 26, 2022 is hereby modified as follows:

1. Section A-1 Summary of Contract

REFERENCE: A-1 (c) Contract Amount

DELETE: Contract Amount \$300,000 Estimated Annual Not to Exceed Amount

ADD: Contract Amount \$450,000 Estimated Annual Not to Exceed Amount

2. Section A-1 Summary of Contract

REFERENCE: A-1 (d) Contract Exhibits / Attachments

ADD: Exhibit D – Additional Fees and Payment Schedule

3. Section A-1 Summary of Contract

REFERENCE: A-1 (e) Company Representative

DELETE: Name: Bobby Rivera, Phone: 702-318-1240, Email: bobby@par3landscape.com

ADD: Name: Symeon Bibiano, Phone: 702-253-7878, Email: symeon@par3landscape.com

4. Exhibit A – Scope of Work

REFERENCE: Section 3 DESCRIPTION OF SERVICES

DELETE: The Company shall provide all personnel, equipment, tools, supervision and other materials and services necessary to ensure that the landscape maintenance is performed at the Cemetery in a manner that will maintain healthy grass, trees, shrubs and plants, as well as present a clean, neat appearance for the public. Services shall include at a minimum, regular mowing, trimming and edging, removal of leaves and debris, sweeping and blowing off roads and sidewalks, turf maintenance, plant and tree maintenance, irrigation maintenance, and trash removal. All work shall be performed during daylight hours.

ADD: Company shall provide all personnel, heavy equipment, equipment, tools, supervision, and other materials and services necessary to ensure that the landscape maintenance is performed at the Cemetery in a manner that will maintain healthy grass, trees, shrubs and plants, as well as present a clean, neat appearance for the public. Services shall include at a minimum, regular mowing, trimming and edging, removal of leaves and debris, sweeping and blowing off roads and sidewalks, turf maintenance, plant and tree maintenance,

irrigation maintenance, trash removal, turf grading, headstone leveling and headstone installation. All costs of heavy equipment, fuel, and tools shall be included as set forth in Exhibit D. All work shall be performed during daylight hours.

5. Exhibit A – Scope of Work

REFERENCE: Section 4 OBJECTIVES

- ADD: G. Turf Grading
 H. Headstone Leveling and Straightening
 I. Headstone Installation

6. Exhibit A – Scope of Work

REFERENCE: Section 7 SCOPE OF WORK

ADD: **D. TURF GRADING**

- i. Company shall regularly inspect all turf areas for low or unlevelled areas due to settling associated with disruption of the compacted sub base and irrigation.
- ii. Any areas not level with the main body of turf shall be brought level to achieve a uniform look, create a consistent surface for maintenance work (mowing, trimming), and reduce any liability exposure for pedestrians visiting the site by the Company.
- iii. The work includes, but is not limited to the following by the Company:
 - a.) sourcing clean fill dirt that is compatible with existing soils;
 - b.) importing to the affected areas;
 - c.) compacting to minimize additional settling; and
 - d.) preparing surface soil to maximize the natural propagation of the existing Bermuda grass.
- iv. The Company shall be responsible to advise the City of areas that require additional seeding, hydro seeding, or sod patching to achieve the desired result.
- v. Any existing conditions related to irrigation (lines, sprinkler heads) that are disrupted in the process shall be repaired and/or replaced by the Company at the Company's expense.
- vi. Any existing conditions related to headstones that are disrupted in the process may be repaired or replaced by the Company. The City Representative shall determine which party will be responsible for replacement of headstone, considering all reasonable factors such as, but not limited to, decay of headstone, delicacy of headstone, any negligence was involved in handling headstone that was not handled in a dignified manner.

E. HEADSTONE LEVELING

- i. Company shall regularly inspect headstones that have shifted out of vertical or horizontal alignment and plumb. The work includes, but is not limited to the following:
 - a. Raising, lowering, realigning, and resetting the headstones.
 - b. Backfilling, compacting, and prepping the soil to maximize re-growth of any affected turf.
- ii. Company shall coordinate with the City to perform the work in sections to minimize disruptions, avoid any scheduling conflicts, and achieve uniformity. Prior to the Company removing any headstones, the City shall document and map the location of the headstones to ensure accuracy of the headstone placement. The Company shall not remove headstones or any ancillary materials from their gravesites without direction from the City and shall handle them in a dignified manner.
- iii. Company shall level headstones identified by the City and Company, including but not limited to the following:
 - a. remove the headstone and surrounding turf;
 - b. excavate surrounding soil to allow for imported type II;
 - c. ensure proper moisture content in existing soil and imported type II for proper compaction;
 - d. compact type II in lifts no more than 1.5" at a compaction density of 90-95%;
 - e. set the headstone and adjust for proper height, alignment, level and plumb;
 - f. import additional type II and soil to stabilize headstone, re-check alignment, level and plumb;
 - g. prepare surface soil to maximize the natural propagation of the existing Bermuda grass; and
 - h. repair, and/or replace, and/or adjust any existing conditions (irrigation or other) that may have been disturbed in the process.

F. NEW HEADSTONE INSTALLATION

- i. Company shall install new permanent headstones as identified by the City and Company, including but not limited to the following:
 - a. offload new headstones from the delivery trucks upon arrival and place them in the maintenance yard in a designated area for safe keeping until time of installment;
 - b. prepare the site for the new headstone by removing temporary marker; import type II and compact to 90-95%;
 - c. set the headstone to the specifications as outlined in Section E, Subsection iii.;
 - d. source clean fill dirt; and
 - e. prepare topsoil around new headstone to promote infill of grass.

7. **General**

1. The Parties represent and acknowledge that as of the date of this Modification No. 1 neither party is aware of any action or inaction by either party that would constitute a default by either party under the Contract.
2. In the event of a conflict between any provision(s) of the Contract and of this Modification No. 1, this Modification No. 1 shall control.
3. In all other respects, the Contract is hereby ratified and confirmed, in full.
4. Counterparts. This Modification No. 1 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

PAR-3 LANDSCAPE & MAINTENANCE, INC

Signature Date

DocuSigned by:
Symeon Bibiano 9/17/2024 | 8:04 AM PDT

Signature Date

Printed Name

Printed Name

Title

Title

Symeon Bibiano

10/3/2023

ATTEST:

Dr. LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
John S. Ridilla 9/12/2024 | 5:08 PM PDT

Deputy City Attorney Date

John S. Ridilla
Printed Name



EXHIBIT D WOODLAWN CEMETERY LANDSCAPE MAINTENANCE 230006-HM

4610 Wynn Rd, Las Vegas, NV 89103 • 702.253.7878

par3landscape.com • Lic#0041311

**Woodlawn Headstone and
Maintenance at Woodlawn Cemetery**

PROPOSAL # 23021

August 19, 2024

Woodlawn Cemetery
c/o Jason Anderson
City of Las Vegas
495 S Main St, 5th Floor | Las Vegas, NV 89101

Dear Jason Anderson,

Thank you for giving Par 3 Landscape Management the opportunity to bid on your property. Our team is committed to providing the highest quality landscape services in Las Vegas.

This proposal was prepared in accordance with your budget considerations and service expectations.

In addition to landscape maintenance, we provide in house services, turf grading, headstone leveling and straightening, and new headstone installation. We hope this is the beginning of a long term relationship!

Respectfully,

Symeon Bibiano

Branch Manager

Par 3 Landscape Management

EXHIBIT D

WOODLAWN CEMETERY LANDSCAPE MAINTENANCE 230006-HM

Woodlawn Headstone and Maintenance at Woodlawn Cemetery

8/19/2024

Fixed Payment Services

| Description | Frequency |
|----------------------------|-----------|
| Base Maintenance | |
| Weekly Maintenance Service | 52 |

Price Breakdown:

Turf grading and leveling - The labor price includes all equipment needed to perform this scope of work including: tractor, heavy duty workman cart, hand tools and fuel.

Total annual price: **\$35,617.92.**

Headstone Leveling and Straightening - The labor price includes all equipment needed to perform this scope of work including: tractor, heavy duty workman cart, hand tools and fuel.

Total annual price: **\$84,592.56**

Setting New Headstones - The labor price includes all equipment needed to perform this scope of work including: tractor, heavy duty workman cart, hand tools and fuel.

Total annual price: **\$13,341.12**

Grand Total Annual Price: \$133,551.60

EXHIBIT D WOODLAWN CEMETERY LANDSCAPE MAINTENANCE 230006-HM

Woodlawn Headstone and Maintenance at Woodlawn Cemetery

8/19/2024

Payment Schedule

| Schedule | Total Price |
|-----------------|---------------------|
| October | \$11,129.30 |
| November | \$11,129.30 |
| December | \$11,129.30 |
| January | \$11,129.30 |
| February | \$11,129.30 |
| March | \$11,129.30 |
| April | \$11,129.30 |
| May | \$11,129.30 |
| June | \$11,129.30 |
| July | \$11,129.30 |
| August | \$11,129.30 |
| September | \$11,129.30 |
| | \$133,551.60 |

By Herminio L
 Herminio Lagunes
 Date 8/19/2024
 PAR 3 LANDSCAPE &
 MAINTENANCE, INC.

By _____
 Date _____
 Representing Woodlawn Cemetery