

Jessica Dunn

From: Jessica Dunn
Sent: Monday, August 10, 2020 8:52 AM
To: Jeff Woods; Josh Woods
Cc: Laura Rockett
Subject: TRANSMITTAL OF EXECUTED AMENDMENT_Contract No. 78642 - Woods Maintenance Services, Inc.
Attachments: 78642 - Cost Reduction Amendment 1.pdf

Dear Mr. Woods,

TRANSMITTAL OF EXECUTED AMENDMENT

Enclosed is your copy of Amendment 1 to Contract No. 78642 for work entitled **Florence Area Enhanced Maintenance Services** as approved and executed by the Director of Public Works. This Amendment commenced on July 30, 2020.

Please continue to submit the updated proof of insurance, as necessary. The proof of insurance must reflect the County as additionally insured. Please send the proof of insurance to: Los Angeles County Department Public Works, Business Relations and Contracts Division, Attention Jessica Dunn, via scanned e-mail to jdunn@pw.lacounty.gov.

Your Public Works Contract Manager for this service will continue to Ms. Laura Rockett of our Road Maintenance Division who may be reached at (562) 869-1176, Monday through Thursday, and alternate Fridays, 6:30 a.m. to 4 p.m.

Jessica Chuang Dunn
Contract Analyst
Los Angeles County Public Works
Office: (626) 458-4169

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AMENDMENT 1 TO CONTRACT NO. 78642

FLORENCE AREA ENHANCED MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into this 30th day of July, 2020, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, CONTRACT No. 78642 was entered into between the COUNTY and the CONTRACTOR, on April 4, 2017, to provide enhanced maintenance services for the Florence Area for a period of 1 year with four 1-year renewal options commencing on July 1, 2017; and

WHEREAS, the COUNTY has exercised the initial one year period and three 1-year renewal options; and

WHEREAS, the current term of the Contract is set to expire on June 30, 2021, with one additional 1-year renewal options; and

WHEREAS, the COUNTY, in accordance with the motion adopted by the Board of Supervisors on June 9, 2020, has negotiated with the CONTRACTOR to accept a cost reduction without any reduction in the goods and services provided to the COUNTY; and

WHEREAS, the COUNTY and CONTRACTOR desire to implement a cost reduction of all rates specified in Form PW-2.1 (Schedule of Prices) through the end of the 2020-21 fiscal year, ending on June 30, 2021; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, at the reduced rates outlined in this AMENDMENT with no new additional contract terms or extensions; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 78354 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide the COUNTY with a ten percent cost reduction of all rates specified in Form PW-2.1 (Schedule of Prices) and/or all submitted invoices without any reduction in the goods and services provided to the COUNTY commencing on execution by both parties, and shall remain reduced until June 30, 2021.

SECOND: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this CONTRACT shall remain in full force and effect,

including but not limited to Labor Law Compliance, and CONTRACTOR shall continue to comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws, minimum wage, and Living Wage.

THIRD: This Amendment constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Amendment and supersedes all prior and contemporaneous agreements and understandings. This AMENDMENT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Amendment.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

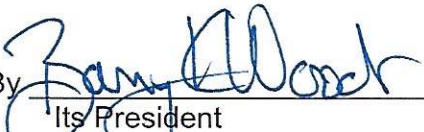
By  for
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole B. Suzuki*
Deputy

WOODS MAINTENANCE SERVICES,
INC.

By 
Its President

Barry K. Woods
Type or Print Name

By *Alaine W. Woods*
Its Secretary

Diane W. Woods
Type or Print Name

VOLUNTARY PRICE REDUCTION RESPONSE

CONTRACTOR NAME: Woods Maintenance Services, Inc.
CONTRACT NUMBER: 78642 - Florence Area Enhanced Maintenance Services
CONTACT NAME, PHONE NUMBER, AND EMAIL: Jeff Woods
818-764-2515
jwoods@graffiticontrol.com

Please Check One:

☒ **YES**, we offer to the County of Los Angeles a percentage cost reduction for the above-referenced contract the upcoming fiscal year, from July 1, 2020 through June 30, 2021. The proposed cost reduction shall be applied to the fee schedule and/or all our submitted invoices to Public Works during that fiscal year, and shall be as follows:

10.0 %

Any cost reduction proposed is subject to review and approval by Public Works and will be memorialized through a Contract Amendment. Should Public Works wish to accept or negotiate Contractor proposed cost reduction, you will be contacted. Please note that except for Contract reduced cost, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect, including but not limited to Labor Law Compliance, and the Contractor shall continue to comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including but not limited to compliance with prevailing wage laws, minimum wage and Living Wage.

☐ **NO**, we do not intend to offer the County of Los Angeles a percentage contract cost reduction for the above-referenced contract.

Note: The undersigned is an authorized officer of the Contractor who has actual authority to bind the Contractor to each and every term, condition, and obligation contained in this letter and/or in the Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

Jeff Woods

PRINT NAME



SIGNATURE

July 15, 2020

DATE

General Manager

TITLE

818-764-2515

PHONE NO.

jwoods@graffiticontrol.com

E-MAIL ADDRESS