



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works
Bernardo Iniguez, Public Works Manager

SUBJECT: Consideration and possible action to authorize the City Manager to execute Amendment No. 2 to Agreement File No. 563, in a form approved by the Interim City Attorney, with 3M Company, to extend the term and increase the compensation for maintenance and hosting of the Traffic Sign Inventory and Management System.

DATE: March 14, 2016

EXECUTIVE SUMMARY

This action would authorize the City Manager to execute Amendment No. 2 to Agreement File No. 563 with 3M Company (3M). The purpose of the Amendment is to extend the term of the Agreement and increase the compensation.

RECOMMENDATION TO CITY COUNCIL

- 1) Authorize the City Manager to execute Amendment No. 2 to Agreement File No. 563, in a form approved by the Interim City Attorney; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The total payment to 3M will be \$4,100 from Budget Account No. 010-42054-3100.

DISCUSSION

On September 10, 2012, the City and 3M entered into Agreement File No. 563 (Agreement) for a Traffic Sign Inventory and Management System, including daytime and nighttime sign assessments. The Agreement also provided for the maintenance and hosting of the 3M Traffic Sign Inventory and Management System (System) through March 31, 2015. Amendment No. 1 extended the term of the Agreement to continue maintenance and hosting of the System through March 31, 2016, for a fee of \$3,500. On February 19, 2016, 3M provided a proposal to continue maintenance and hosting of the System through March 31, 2017, for a fee of \$4,100. Amendment No. 2 would extend the term of the Agreement and increase the compensation from \$3,500 to \$4,100.

ATTACHMENT

Amendment No. 2 to Agreement File No. 563..... 2

**AMENDMENT NO. 2 TO
AGREEMENT FILE NO. 563 BETWEEN
THE CITY OF BELLFLOWER AND
3M COMPANY
FOR MAINTENANCE AND HOSTING OF TRAFFIC SIGN INVENTORY
AND MANAGEMENT SYSTEM**

THIS AMENDMENT NO. 2 ("Amendment") is made and entered into this 14th day of March 2016 by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("CITY"), and 3M Company, a Delaware corporation ("CONSULTANT").

1. Pursuant to Section 1 (Term) of Agreement File No. 563 ("Agreement"), the term is amended to read as follows:

"This Agreement commenced on September 10, 2012, and remains and continues in effect until tasks described herein are completed, but in no event later than March 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement automatically renews under the same terms and conditions for up to two successive 1-year terms, unless either Party provides the other with at least 30 days' written notice of its intent not to renew this Agreement. "

2. Exhibit B (Payment Schedule) is replaced in its entirety with the attached Exhibit B, which is incorporated by reference.

3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of Agreement File No. 563 remain the same.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BELLFLOWER

3M Company

Jeffrey L. Stewart, City Manager

Daniel F. Moran, Lead Contract Administrator

ATTEST:

Mayra Ochiqui, City Clerk

Taxpayer ID No. 41-0417775

APPROVED AS TO FORM:

Karl H. Berger, Interim City Attorney

Doc 336569

CITY OF BELLFLOWER

AGREEMENT FILE NO. 563 – EXHIBIT B

PAYMENT SCHEDULE

Payment to Consultant for the Services described in Exhibit A will be as follows:

Description	Total Pricing
1) 1-year Maintenance and Hosting of the 3M Sign Inventory and Management System 2) 1-year Maintenance for two (2) Fast Tools	\$4,100.00

Payment for Services described above will be made within 30 days after receiving an invoice from Consultant.

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