

0220-05600-0002

**T R A N S M I T T A L**

TO  
The Council

DATE  
09/16/2022

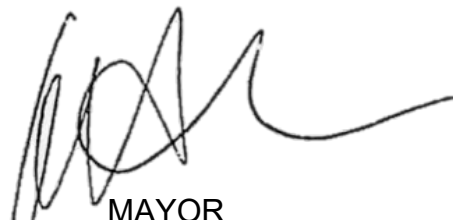
COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT  
Citywide

**Department of Transportation  
Proposed Fourth Amendment to Contract C-133416 with Connixt, Inc.**

Approved and transmitted for your consideration. See the  
City Administrative Officer report attached.



MAYOR  
(Andre Herndon for)

MWS:DHH:06230012t

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 09-07-22	C.D. No. Citywide	CAO File No.: 0220-05600-0002
Contracting Department/Bureau: Department of Transportation		Contact: Ricardo Estrada	
Reference: Letter to the Mayor from the Department of Transportation, dated July 28, 2022; referred for report August 8, 2022			
Purpose of Contract: To provide a mobile application for Mobile Inspection Forms for Signals Inspections and Repair.			
Type of Contract: ( ) New contract (x) Amendment, Contract No. C-133416		Contract Term Dates: July 3, 2019 through July 2, 2023	
Contract/Amendment Amount: 836,580			
Proposed amount \$ 182,100 + Prior award(s) \$ 654,400 = Total \$ 836,580			
Source of funds: Proposition C			
Name of Contractor: Connixt, Inc.			
Address: 17777 Center Court Drive #600, Cerritos, CA 90703			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: n/a %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

## RECOMMENDATION


That the Mayor and Council approve the proposed fourth amendment to Contract C-133416 with Connixt, Inc. to extend the term for a fourth year to July 2, 2023 for mobile application support for Mobile Inspection Forms for Signals Inspections and Repair and authorize the General Manager of the Department of Transportation to execute the amendment.

## SUMMARY

The Department of Transportation (DOT) requests approval of a fourth contract year and an increase in maximum compensation of \$182,100 to a total maximum compensation of \$836,580 for Contract C-133416 with Connixt.

The requested additional compensation amount includes \$70,500 for a one year annual software subscription and \$111,600 for additional license costs of up to sixty (60) users to the iMarq system. Sufficient funds were provided in the DOT 2022-23 Adopted Budget to support this contract amendment.

During the additional year, DOT intends to establish a new procurement process for the provision of a new mobile application.

David Hirano		
DHH	Analyst	0220-05600-0002
		for City Administrative Officer

The City Attorney has reviewed the proposed amendment. Connixt is in compliance with City contracting requirements. Consistent with Los Angeles Administrative Code Section 10.5, Council approval of this proposed amendment is required as the proposed term of the total agreement (including this amendment) exceeds three years.

### **FISCAL IMPACT STATEMENT**

No General Fund impact. Sufficient funds exist within the Proposition C Fund to support this contract amendment.

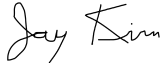
### **FINANCIAL POLICIES STATEMENT**

The recommendation complies with City Financial Policies as sufficient appropriated funds exist to support the proposed expenditures.

**CITY OF LOS ANGELES**  
**INTERDEPARTMENTAL MEMORANDUM**

DATE: July 28, 2022

TO: The Honorable Eric Garcetti, Mayor  
Office of the Mayor  
Attention: Heleen Ramirez, Legislative Coordinator

FROM: Connie Llanos, Acting General Manager  For C.L.  
Department of Transportation

SUBJECT: **REQUEST FOR AUTHORIZATION TO EXECUTE THE FOURTH AMENDMENT TO AGREEMENT C-133416**

**SUMMARY**

The Los Angeles Department of Transportation (LADOT) is requesting approval of the fourth amendment to Agreement C-133416 with Connixt, Inc.

**RECOMMENDATION**

That the City Council, with the concurrence by the Mayor:

Authorize the LADOT General Manager, or designee, to execute the Fourth Amendment to Agreement C-133416 with Connixt, Inc.

- APPROVE the extension of the term of the Agreement by one year from July 3, 2022 through July 2, 2023.
- APPROVE the increase of the maximum compensation amount by \$182,100 to an amount not to exceed \$836,580.
- APPROVE the update of the City's Standard Provisions for City Contracts (Rev. 10/21) [v.4], addition of contracting language as required by ordinance of all City contracts, and incorporation of Attachments and Exhibits.

**BACKGROUND**

On July 3, 2019, the City of Los Angeles entered into an agreement with Connixt, Inc., (C-133416) for the implementation and maintenance of iMarq data capture for traffic signal inspections and repairs. The original contract was for a one-year term through July 2, 2020 with a maximum compensation amount of \$384,780 and an option for two one-year extensions. Subsequently, the maximum compensation amount was increased to \$654,480 in Amendment 1 and the first and second one-year contract extensions were executed via Amendments 2 and 3 respectively, extending the contract through July 2, 2022.

LADOT satisfied the City Charter imposed competitive bid requirements for Contract No. C-133416 by “piggy-backing” on the Los Angeles County Metropolitan Transportation Authority (Metro) Contract No. PS37054000, which was established on November 29, 2016, as a result of Metro’s release of a Request for Proposals to design and implement mobile applications for the Android, iOS and Windows mobile operating systems to digitize the data entry process for Metro’s Maintenance and Material Management system. The aforementioned Metro contract has been extended through April 21, 2023.

## **DISCUSSION**

The amendment would authorize a contract extension for a term of one year from July 3, 2022 through July 2, 2023. The extension is needed to avoid a lapse in service while LADOT goes through a procurement process to establish a new contract for the provision of a mobile application that facilitates on-the-ground, real-time, digital data capturing of activities associated with traffic signal inspections, maintenance, and repairs. The extension would increase the maximum compensation amount of the contract by \$182,100 to an amount not to exceed \$836,580.

## **FISCAL IMPACT STATEMENT**

There is no impact to the General Fund. Funding is available for the proposed contract amendment within LADOT’s City budget for FY 2022-2023.

SJR:LE:jw

ATTACHMENT: C-133416 Contract Amendment 4

**FOURTH AMENDMENT TO AGREEMENT C-133416**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**CONNIXT, INC**

**FOR IMARQ DATA CAPTURE MOBILE APPLICATION FOR SIGNAL  
INSPECTIONS AND REPAIRS**

**FOURTH AMENDMENT TO AGREEMENT C-133416**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**CONNIXT, INC.**  
**FOR IMARQ DATA CAPTURE MOBILE APPLICATION FOR SIGNAL INSPECTIONS AND REPAIRS**

**This FOURTH AMENDMENT** between the City of Los Angeles (hereinafter referred to as “City”), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as the “City” or “LADOT”), and Connixt, Inc., a California corporation (hereinafter referred to as “Contractor”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following:

**WHEREAS**, on November 29, 2016, the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as “Metro”) released a Request for Proposals to design and implement mobile applications for the Android, iOS and Windows mobile Operating systems to digitize the data entry process for Metro’s Maintenance and Material Management system; and

**WHEREAS**, the Contractor has the management and technical expertise to provide the services and entered into Contract No. PS37054000 with Metro on June 19, 2017; and

**WHEREAS**, LADOT required assistance from the Contractor to provide such service and implement a mobile application for Mobile Inspection Forms for Signals Inspections and Repair in the LADOT system; and

**WHEREAS**, the Contractor possesses the requisite skills, technologies, and proficiencies in these areas, and has agreed to provide such services to the LADOT; and

**WHEREAS**, it was more feasible, efficient and expeditious for this work to be performed by a Contractor who possesses the requisite experience and expertise; and

**WHEREAS**, LADOT satisfied the City Charter imposed competitive bid requirements by “piggy-backing” on the above referenced Metro contract; and

**WHEREAS**, on July 3, 2019, the Parties entered into Agreement C-133416 wherein the Contractor agreed to provide a mobile application for Mobile Inspection Forms for Signals Inspections and Repair in the LADOT system, for a one-year term through July 2, 2020 with two (2) one-year extensions and with a maximum compensation amount of Three hundred eighty-four thousand seven hundred eighty dollars (\$384,780); and

**WHEREAS**, on June 17, 2020, the Parties executed the First Amendment to Agreement C-133416 to increase the maximum compensation amount to six hundred fifty-four thousand four hundred eighty dollars (\$654,480) for additional license costs of up to sixty (60) users to the iMarq system; and

**WHEREAS**, on September 22, 2020, the Parties executed the Second Amendment to Agreement C133416 to exercise the first of two (2) one-year extensions extending the term of the agreement through July 2, 2021; and

**WHEREAS**, LADOT desires in the Third Amendment to exercise the second of two (2) one-year extensions extending the term of the agreement through July 2, 2022; and

**WHEREAS**, the above referenced Metro contract of which agreement C-133416 is “piggy-backing” was extended through April 21, 2023; and

**WHEREAS**, LADOT desires in this Fourth Amendment to extend C-133416 for the duration of one year beginning July 3, 2022 through July 2, 2023; and update the City Standard Provisions for City Contracts (Rev. 10/21) [v.4] to allow execution of a new Operating Agreement and transition time, if applicable, with the City’s selected contractor; and

**WHEREAS**, LADOT seeks to increase the maximum compensation amount by one hundred eighty-two thousand one hundred dollars (\$182,100), to an amount not to exceed eight hundred thirty-six thousand five hundred eighty dollars (\$836,580). The requested additional compensation amount includes seventy thousand five hundred dollars (\$70,500) for a one (1) year annual software subscription and one hundred eleven thousand six hundred dollars (\$111,600) for additional license costs of up to sixty (60) users to the iMarq system for one (1) year beginning July 3, 2022 through July 2, 2023; and

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties agree as follows:

**1. SECTION 2, TERM OF THE AGREEMENT**, Subsection 2.1 is hereby amended to read as follows:

**2.1 Term**

The term of this Agreement shall commence on July 3, 2019 (“Effective Date”) and will terminate on July 2, 2023 unless otherwise terminated in accordance with the termination provisions herein.

**1.1 Ratification.** The Contractor may have provided prior services to the City of Los Angeles under the terms of an executed Agreement which included a requirement to adhere to the City's Standard Provisions for City Contracts. To the extent that the Contractor provided services to the City prior to the execution of this extension, and the Contractor’s services were performed in accordance with the terms and conditions of this extension and the original Agreement, including the City's Standard Provisions for City Contracts, those services are hereby ratified.

**2. SECTION 4, COMPENSATION**, is hereby amended in its entirety to read as follows:



For and in consideration of the services to be provided by the Contractor under this Agreement, the LADOT agrees to pay the Contractor a one-time implementation service fee of \$173,280 and an annual software subscription fee of \$70,500 for each of the 3 years. In addition, LADOT will pay Contractor for up to an additional 60 users over and above the base pack of 20 users included in the annual subscription fee. LADOT does not guarantee all 60 additional licenses will be utilized for the month and optional user payments will be based on the actual number of licenses used by LADOT for the month at a rate of \$155 per user. The total not to exceed amount LADOT may pay Contractor for the services in this agreement is \$836,580.

Due to the urgent need for Contractor's services to be provided, Contractor may have provided services prior to the execution of this Amendment. To the extent that Contractor's services were performed in accordance with the terms and condition of this contract, those services are hereby ratified.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City; therefore, the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits. The Contractor will invoice the City in accordance with the Updated iMarq™ Proposal for LADOT dated November 22, 2019 attached hereto and incorporated herein as Attachment A.

**3. SECTION 7, MUNICIPAL LOBBYING ORDINANCE,** is hereby amended in its entirety to read as follows:

The Consultant is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by consultants that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

**4. SECTION 16, FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE,** is hereby amended in its entirety to read as follows:

The Contractor shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors' Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The Contractor seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

**5. SECTION 17, CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**, is hereby amended in its entirety to read as follows:

At the end of this Agreement, the City will conduct an evaluation of the Consultant's performance. The City may also conduct evaluations of the Consultant's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Consultant assigns to the contract. A Consultant who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Consultant, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

**6.** Effective the date of attestation by the City Clerk of this Agreement, all or any partial references to the Standard Provisions for City Contracts revised 10/17, or (rev. 10/17), in the Agreement, RFP, or any exhibits/attachments are hereby deleted and replaced with Standard Provisions for City Contracts (Rev. 10/21) [v.4].

**7.** Exhibit 2 – Standard Provisions for City Contracts (Rev. 10/17) is hereby replaced in its entirety by Exhibit 2 – Standard Provisions for City Contracts (Rev.10/21) [v.4].

**8.** Effective the date of attestation by the City Clerk of this Fourth Amendment, all references to Angela De La Rosa throughout the Agreement are hereby deleted and replaced with the following: "Ricardo Estrada".

**9.** Effective the date of attestation by the City Clerk of this Fourth Amendment, the Agreement is hereby amended by adding a new Section 20- "Additional Requirements", with Subsections 20.1 "COVID-19 Vaccination Ordinance" and 20.1 "Order of Precedence" to read as follows:

#### **SUBSECTION 20.1, COVID-19 Vaccination Ordinance**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, Contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Consultant Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen).

and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement.

Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

#### **SUBSECTION 20.2, Order of Precedence**

This Agreement, and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistencies between the bodies of this Agreement and attachments, the order of precedence will be as follows:

20.2.1 This Agreement between the City of Los Angeles and Connixt Inc., and its Amendments

20.2.2 Standard Provision for City Contracts (Rev. 10/21) [v.4] – Appendix B

**10.** Except as herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**CONNIXT, INC., a California Corporation**

By: \_\_\_\_\_  
Seleta J. Reynolds  
General Manager  
Department of Transportation

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

\*The signature of President, Chairman of the Board, or Vice President is required here; and

\*\*an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Agreement Number: C-133416

Council File Numbers: \_\_\_\_\_

