

K20-1069

AMENDMENT NO. 1 TO REQUIREMENTS MAINTENANCE CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

H & O INVESTMENTS, LLC

**MEDIAN AND PLAYGROUND TURF MAINTENANCE MOWING SERVICES
BID PROPOSAL NO. 116**

THIS FIRST AMENDMENT(the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor(the "**City**"), and H & O Investments, LLC, represented by David C, Mahler, Jr., Owner (the "**Contractor**").The City and the Contractor are sometimes collectively referred to as the "**Parties.**" The Amendment is effective as of January 17, 2021 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Contractor are parties to a requirements contract dated January 17, 2020, for the Contractor to provide median and playground turf maintenance services (the "**Agreement**");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional year for continuity of services.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

- 1) **Extension.** The term of the Agreement is extended for an additional one year from January 17, 2021 through January 16, 2022.
- 2) **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City's Invitation to Bid N. 116.
- 3) **Payment and Invoicing.** The following terms and conditions will be added to the Agreement as Article VI:

A. Invoices.

a. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:

- Name of Contractor;

- Date of Invoice;
 - Invoice Number;
 - Contract or Purchase Order Number issued by the City (i.e. K#);
 - Name of the City Department to be invoiced (i.e. City Civil Service);
 - Description of the Services completed;
 - An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.
- b. Invoices will be processed in accordance with the Agreement.
- c. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
- d. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.
- B. **Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.
- 4) **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.
- 5) **Convicted Felon Statement.** The Contractor swears that it complies with City Code §2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- 6) **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
- 7) **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 8) **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the

same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL,
MAYOR

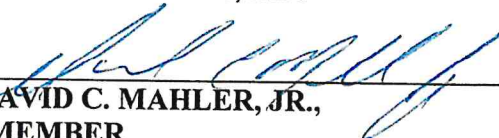
Executed on this 28TH day of January, ²⁰²¹~~2020~~

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Max V. Camp

H & O INVESTMENTS, LLC

BY: 

DAVID C. MAHLER, JR.,
MEMBER

FEDERAL TAX I.D. 