

**AMENDMENT NO. 4 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 FOURTH 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, 2024 (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 Contractor previously amended the agreement three times to ensure continuity of services; and

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, 2024 through January 16, 2025.
- 2) **Scope of Work**. The Contractor will no longer perform any services at the median sites listed under Attachment "A" of the City's Invitation to Bid N. 116. There are no changes to any services being provided to the services required at the playgrounds listed in Attachment "A", including the weekly grass mowing.
- 3) **Price**. The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City's Invitation to Bid N. 116.
- 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.

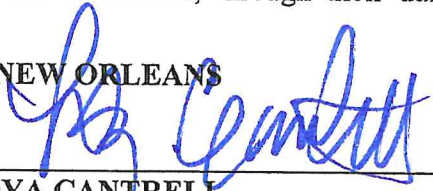
- 6) **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working 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.

[Signatures contained on next pages]

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

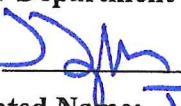
CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL,
MAYOR

Executed on this 20th day of October, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyle

H & O INVESTMENTS, LLC

BY: 

DAVID C. MAHLER, JR.,
MEMBER

FEDERAL TAX I.D. 