

AMENDMENT NO. 2 TO A CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PAVEMENT MARKINGS, L.L.C.

THERMOPLASTIC PAVEMENT MARKINGS

BID PROPOSAL NO. 807

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Pavement Markings, L.L.C., represented by Kelly Dalehite, authorized agent (the “**Contractor**”). The City and the Contractor may sometimes be referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a contract dated effective January 14, 2021 (the “**Contract**”) for the Contractor to provide the City with thermoplastic pavement markings on roadways on an as-needed basis at the City’s request in accordance with the ITB No. 807;

WHEREAS, on October 4, 2021, the City and the Contractor amended the Contract for the first time to extend its term for continuity of services and to add traffic control to the Contract;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for continuity of services;

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

A. EXTENSION. The term of this Contract is extended for one (1) year from January 14, 2023 through January 13, 2024.

B. 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.

C. **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.

D. **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.

E. **PRIOR TERMS BINDING.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

THE CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL,
MAYOR

Executed on this 16th of December, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

PAVEMENT MARKINGS, L.L.C.

BY: _____

KELLY DALEHITE,
AUTHORIZED AGENT

FEDERAL TAX I.D. NO. _____