

DEPARTMENT OF CODE ENFORCEMENT
CITY OF NEW ORLEANS

HELENA MORENO
MAYOR

ANTHONY DAVIS
DIRECTOR

May 6, 2026

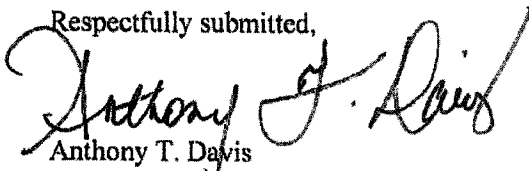
Aisha Collier
Assistant Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Agreement with H&O Investments, LLC

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed 2nd Amendment to the bid contract between the City of New Orleans and H&O Investments, L.L.C. a completed contract summary form, and the related Motion.

Respectfully submitted,



Anthony T. Davis
Director
Department of Code Enforcement
anthony.davis@nola.gov

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Ashley Becnel, City Council Executive Counsel
Liz Brusseau, Deputy Director for City Council Relations





**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____

**AMENDMENT NO. 2 TO THE BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
H & O INVESTMENT, LLC**

ITB No. 3323 – LOT ABATEMENT SERVICES

THIS SECOND AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the "City"), and H & O Investments, LLC, represented by David C. Mahler, Jr., President (the "Contractor"). The City and the Contractor are each sometimes referred to as a "Party", and/or collectively referred to as the "Parties." The Amendment is effective as of October 1, 2025 (the "Effective Date").

RECITALS

WHEREAS, on July 26, 2023, the City issued an Invitation to Bid No. 3323 and Addendum No. 1 dated August 3, 2023, seeking a contractor to provide Lot Abatement Services (the "ITB");

WHEREAS, on December 4, 2023, and effective October 1, 2023, the City and the Contractor entered into a requirements contract for the Contractor to provide lot abatement services, removal, and processing, pursuant to the City's ITB (the "Contract" and "K23-1141");

WHEREAS, on November 26, 2024, and effective October 1, 2024, the City and the Contractor amended the Contract for the first time to extend its term and increase the maximum amount ("Amendment No. 1" and "K24-1284");

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term for an additional one (1) year through September 30, 2026;

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

1. **Extension.** The Contract term is extended for an additional one (1) year from the October 1, 2025, through September 30, 2026.
2. **Rate of Compensation.** The City and the Contractor reaffirm the rates of compensation set forth in the Contractor's Bid dated August 15, 2023.
3. **Maximum Compensation.** The maximum amount payable by the city under this agreement remains at \$3,800,000.00.
4. **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.

5. **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.
6. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, 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 PAGE]

[The remainder of this page is intentionally left blank]

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

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS CITY COUNCIL

BY: _____
J.P. MORRELL, CITY COUNCIL PRESIDENT

Executed on this _____ of _____, 2026

H&O INVESTMENTS, LLC

BY: _____
DAVID C. MAHLER, JR.

FEDERAL TAX I.D.